

Exhibit 1

SWANSON & McNAMARA

300 Montgomery Street
Suite 1100
San Francisco, CA 94104
www.swansonmcnamara.com
Tel (415) 477-3800
Fax (415) 477-9010

Via Email

Robert O'Brien
Director and Chief Information Officer
Information Technology Services Division
California Correctional Health Care Services
Robert.obrien2@cdcr.ca.gov

December 21, 2023

Re: *Armstrong* Court Expert's Feedback Regarding Future Tablet Contract

Dear Mr. O'Brien:

Thank you for soliciting the input of the *Armstrong* Court Expert regarding accessibility features for the next contract for tablets that CDCR will provide to incarcerated people. Below please find our suggestions regarding the future tablet contract. We understand that these are only recommendations and CDCR will be making the final decisions about the contract. I also acknowledge that I am by no means an expert in state contracting, so some of these recommendations may be at odds with the way contracting is done. Nonetheless, I hope that you find these helpful, and please feel free to contact me with any questions regarding these comments.

Technology Accessibility Expert Consultation

First, we recommend that CDCR consult with a technology accessibility expert regarding the accessibility functionality that should be required in a tablet contract. While we provide in this letter several recommendations regarding specific accessibility functionality, as noted above, we appreciate these are only recommendations, and CDCR will ultimately be responsible for ensuring that the tablets are equally accessible to incarcerated people with disabilities. With that in mind, we think it would be very useful to CDCR who will ultimately be drafting the contract to obtain expert advice regarding the technology accessibility functionality required to ensure equal access to tablets.

As an example of this process, CCHCS recently hired an expert to advise it regarding what should be required in a new contract for hearing aids. The expert met with Plaintiffs and the Court Expert and advised CCHCS regarding the minimum standards that should be included in a contract for hearing aids. In our view, this process worked well and resulted in a contract that Plaintiffs and more importantly CDCR and CCHCS could feel confident in.

We would further recommend that CDCR require as part of its contract that the tablet vendor itself consult with and implement the advice of a technology accessibility firm that reviews the tablets for disability accessibility prior to the tablets being operationalized. The

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technology accessibility firm could provide proposed solutions to accessibility problems, and the tablet vendor could be required to implement the advice of the technology accessibility firm prior to operationalizing the tablets at CDCR. CDCR's contract could also require the vendor to ensure that all offerings of the tablet are accessible to those with disabilities. To the extent that CDCR separately contracts with vendors who build applications for the tablet, CDCR could also require these vendors to ensure that their applications are fully accessible to people with disabilities.

Accessibility for Deaf and Hard-of-Hearing Population

First, we recommend that the tablets allow deaf and hard-of-hearing incarcerated people to have equal access to phone calls via the tablet, by enabling captioning, Video Relay Services (VRS),¹ and the ability of incarcerated people to dial speech-to-speech relay services.² Currently, incarcerated people who can hear are able to make in-cell phone calls via the tablet, but deaf and some hard-of-hearing people are not able to make phone calls via the tablet because the tablet does not have the ability to caption phone calls, the ability of deaf signers to use VRS, or the ability of people with speech disabilities to dial a free speech to speech relay service.

In addition, deaf signers need the ability to communicate with loved ones who are also deaf signers, which requires them to be able to place video-to-video calls. We understand that for security reasons, CDCR does not allow incarcerated people to place video calls on tablets, and so providing accessible calls for deaf signers may require exceptions to that policy.

¹ "Video Relay Service is a form of Telecommunications Relay Service that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text. Video equipment links the VRS user with a communications assistant, or CA, so that the VRS user and the CA can see and communicate with each other in signed conversation." *Video Relay Services*, Federal Communications Commission, available at <https://www.fcc.gov/consumers/guides/video-relay-services>

² "Speech to Speech (STS) is a form of Telecommunications Relay Service (TRS) that enables persons with a speech disability to make telephone calls using their own voice (or an assistive voice device). STS uses Communications Assistants (CAs) – to relay the conversation back and forth between the person with the speech disability and the other party to the call. STS CAs are specifically trained in understanding a variety of speech disorders, which enables them to repeat what the caller says in a manner that makes the caller's words clear and understandable to the called party." *Speech to Speech Relay Service*, Federal Communications Commission, available at <https://www.fcc.gov/consumers/guides/speech-speech-relay-service>

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Second, we recommend that all applications offered on the tablet provide captioning. We understand that the captions themselves are sometimes written by the content creator³ rather than the application, but at a minimum, applications should be able to show captions that are written by the content creator.

Accessibility for Blind and Low-Vision Population

First, we recommend that the tablet contract require TalkBack⁴ functionality that works with all applications and functionality offered on the tablet. We have heard of several problems with TalkBack, including that it does not work well with the tablet login screen, is compatible with some applications and not others, and turns off sometimes at random. When TalkBack does not work, tablets are inaccessible to blind people.⁵

Similarly, we recommend that the tablet contract require that magnification works with all applications and offerings on the tablets. We understand that currently the tablets can magnify within some applications but not others.

Writing Functionality

We understand that the current tablets lack a word processing function, such as a notes app or the ability to compose and edit long messages with paragraphs, bulleted lists, or bolded text. We also understand that there is no dictation feature, such as speech to text. For people who cannot write by hand, such as because of an upper extremity disability, a learning disability, or a vision disability, a word processing function that included the ability to dictate with speech

³ We note that Plaintiffs have frequently raised that there is a lack of content (such as media) that is captioned or has sign language translation. Our understanding is that CDCR creates and provides audio and video content to tablets, so CDCR, rather than a tablet vendor, captions or translates that content. But to the extent that applications themselves provide video or audio content, we recommend the contract require that the content is captioned and sign language translation is provided.

⁴ TalkBack “is an accessibility feature that helps people who are blind or have low vision to interact with their Android devices using touch and spoken feedback. When TalkBack is on, items on the screen are outlined with a focus box, and the device gives audio cues about what is on the screen.” *Android Accessibility Help*, Google, available at <http://tinyurl.com/5t4tkzbk>.

⁵ We understand that another problem with the functionality of TalkBack is content that is not provided in screen readable text. We understand that CDCR creates or provides written content to tablets, so it is the responsibility of CDCR, rather than the tablet or application vendor, to ensure it is provided in screen readable format. But to the extent that applications themselves provide written content, the contract should require that the content is screen readable.

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to text could serve as an accommodation to allow them to correspond with loved ones. We recommend the contract require this functionality.

Training Regarding Accessibility Features

We recommend that the contract require the vendor or an expert hired by the vendor to provide education and training regarding the tablet's accessibility features to both staff and directly to the incarcerated population and that training to the incarcerated population ensures effective communication.

Ongoing Maintenance and Enforcement

Finally, we recommend that the contract ensure that the vendor remains responsible to fix accessibility problems as they arise throughout the contract period. For example, if an accessibility feature stops functioning or the parties identify a new accessibility feature that is required to provide equal access, the tablet vendor could be required to perform the work necessary to ensure continued accessibility of the tablets. This language would help CDCR enforce its contract if the vendor fails to provide and maintain a tablet that is equally accessible to incarcerated people with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Swanson', with a stylized flourish at the end.

Edward Swanson

Audrey Barron

SWANSON & McNAMARA LLP

Exhibit 2



PRISON LAW OFFICE
General Delivery, San Quentin, CA 94964
Telephone (510) 280-2621 • Fax (510) 280-2704
www.prisonlaw.com

Executive Director:
Margot Mendelson

Staff Attorneys:
Rana Anabtawi
Patrick Booth
Tess Borden
Claudia Ceseña
Steven Fama
Alison Hardy
Mackenzie Halter
Sophie Hart
Marissa Hatton
Jacob Hutt
A.D. Lewis
Rita Lomio
Sara Norman
Don Specter

VIA EMAIL ONLY

January 5, 2024

Tamiya Davis
CDCR Office of Legal Affairs

Re: *Armstrong v. Newsom*
Plaintiffs' Recommendations Regarding Tablet Accessibility for CDCR Tablet Contract

Dear Tamiya:

On December 7, 2023, the Court issued an order that included the following provision:

Defendants must ensure that the Court Expert and Plaintiffs have an opportunity to offer input to Defendants about what accessibility features should be required in the next statewide contract for tablets. The parties will meet and confer to discuss the recommendations. If Plaintiffs' counsel believe that the proposed statewide contract for tablets does not comply with the ADA and remedial plan, then the parties and the Court Expert shall meet to discuss the issues. If the Court Expert determines the parties are not able to reach agreement on the proposal, the parties shall, within 30 days of the Court Expert's determination that an agreement cannot be reached, submit a joint statement to the Court discussing the disputes regarding the proposal.

Doc 3538 at 7. Plaintiffs submit this list of numbered recommendations and discussion topics in response to the Court's order. Recommendations 2-17 are a non-exhaustive, high-level list of features that should be included in the contract. It is critical, however, that Defendants work with a consultant to develop a full list of features (see Recommendation 1).

Please inform us no later than January 12, 2024, when Defendants are available to meet and confer to discuss these recommendations and topics.

RECOMMENDATIONS

Assistive Technology Consulting Firm

1. Plaintiffs' primary recommendation is that CDCR retain an assistive technology (AT) consulting firm to advise CDCR on what accessibility features should be included in CDCR's forthcoming Request for Proposals and in the next statewide contract for tablets.

Deque, TPGi, Tech for All, and Level Access are examples of AT consulting firms that may be qualified to advise CDCR.

Software and Hardware Requirements for Tablet Accessibility

2. The contract should require that the tablets are in compliance with the Revised Section 508, Web Content Accessibility Guidelines (WCAG) 2.2 Level A and AA and all other relevant accessibility standards.
3. The contract should require the vendor to ensure that the tablets contain industry-standard accessibility capabilities that are compatible with all tablet functions and content, including but not limited to speech-to-text (including hands-free dictation), text-to-speech, screen magnification, screen reading, voice control, gesture navigation, compatibility with braille display, color inversion, color correction, contrast change, brightness change, hearing aid support, support for open and closed captioning (including adjustment of the font, size, color and background color of captions), support for scrolling transcripts, support for ASL interpretation, sound amplification, background sound notification, TTY or IP relay, captioned phones, videophone calling (including both point-to-point calls and calls placed through Video Relay Service (VRS)), and speech-to-speech relay.
4. The contract should require that, for all ASL video calling features, the vendor shall ensure that the ASL-user's face, hands and arms are clearly visible and not blurred or otherwise obstructed for the duration of the call.
5. The contract should require the vendor to develop a list of tablet-compatible accessories that would enable a tablet user with a disability to use the tablet independently and privately, including but not limited to hearing aid-compatible over-the-ear headphones (with microphones or that will not prevent use of any existing microphone on the tablet), amplified headphones (with microphones or that will not prevent use of any existing microphone on the tablet), technology that allows hearing aids to connect to tablet sound output (e.g., telecoil) and talk on the tablet (e.g., through a microphone), specialized microphones, tactile keyboards, large-print keyboards, tablet stands, and screen overlays. The contract should require the vendor to submit this list to CDCR's AT consultant for review, after which the vendor shall incorporate revisions to the list based on the consultant's feedback. The contract shall require that CDCR purchase and issue these accessories to incarcerated users as a reasonable accommodation.
6. The contract should require the vendor to provide a sufficient and ongoing stock of tablet-compatible accessories available at all times. The contract should include specific timelines by which the vendor produces these accessories and should include penalties on the vendor in the event that the vendor does not comply with these timelines. The contract should also require that, in the event the vendor fails to produce tablet-compatible accessories in compliance with contract timelines, CDCR will directly

purchase from a supplier and distribute these accessories in a timely manner, and that if CDCR is unable to do so, CDCR will contract with a third party to obtain and distribute these accessories in a timely manner.

7. The contract should require that the vendor ensures that all applications developed by the vendor or by a third party and that are available on the tablet are accessible to people with disabilities.
8. The contract should require that all audiovisual content on the tablet, including content the vendor creates, supplies, or otherwise makes available, contains closed captions that complies with FCC rules for closed captioning, available at <https://www.fcc.gov/consumers/guides/closed-captioning-television>. The contract also should require that the screen size of the tablets is sufficient to make ASL interpretation and captioning legible/intelligible to users. Finally, the contract should require that all audiovisual content that the vendor or CDCR creates or causes to be created contains ASL interpretation.
9. The contract should require that the vendor work with CDCR to ensure sufficient connectivity in all CDCR institutional locations where tablets may be used to support use of tablet accessibility features.

Pre-Distribution Review of Tablets

10. The contract should require the vendor to submit any and all draft plans relating to tablet function and training to CDCR's AT consultant for review, prior to implementation of these plans. The contract should require that the vendor confer with CDCR's AT consultant about specific features of the tablet, such as the size of the screen (that would, for example, allow ASL transcription and captioning to be large enough to be legible to deaf and hard-of-hearing users). The contract should require the vendor to incorporate revisions to the vendor's plans in response to feedback from the AT consultant.
11. The contract should require the vendor to submit demo tablets, in their final user state, including any and all protective overlays and protective cases, to CDCR's AT consultant for a hands-on assessment of the tablets' accessibility features in all common user flow cases, prior to their distribution to incarcerated people. CDCR's AT consultant shall ensure that the tablets are in compliance with the Revised Section 508, Web Content Accessibility Guidelines (WCAG) 2.2 Level A and AA and other relevant accessibility standards. The vendor should be required under the contract to provide to CDCR an accessibility conformance report, such as a Voluntary Product Accessibility Template (VPAT), that documents this compliance. There should be no instances where the tablet does not support a given requirement. The contract should require the vendor to incorporate revisions to the vendor's plans in response to feedback from the AT consultant.

12. The contract should require the vendor to test-run the tablets in the final user state, including any and all protective overlays and protective cases, with a sample population of incarcerated people with severe vision, hearing, speech, learning, and upper-extremity disabilities and people in the DDP, prior to their distribution to the general population. The contract should require that the vendor supply the data generated from this process to CDCR's AT consultant for review. The contract should require that the vendor analyze the data produced from this test-run process and make any necessary revisions to the vendor's plans in response to feedback from the AT consultant.

Training on Tablet Accessibility Features

13. The contract should require the vendor to provide in-person trainings to incarcerated people with disabilities on how to use the accessibility features of the tablets on an ongoing basis. The contract should require that the vendor's agents who are responsible for providing these trainings are knowledgeable regarding the accessibility features of the tablets. Trainers should have at least 5 years of experience training users of assistive technology, be a certified screen reader user in either JAWS or NVDA, and preferably be either an International Association of Accessibility Professional (IAAP) Certified Professional in Accessibility Core Competencies (CPACC) or equivalent or have a Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) Assistive Technology Professional Certification. The contract should require the vendor to provide plain language training materials in accessible formats to incarcerated people to supplement these in-person trainings.
14. The contract should require the vendor to provide ongoing accessibility-specific trainings to designated CDCR staff at each CDCR institution who will be responsible for providing ongoing accessibility-specific assistance to incarcerated people with disabilities on the use of their tablets (including, for the DDP population, DDP officers and sergeants) through the duration of the contract. The contract should require that vendor training services be made available on-demand for CDCR staff who require technical support.

Troubleshooting and Changes to Tablets

15. The contract should require the vendor to resolve or otherwise adequately address technical problems with the accessibility features of the tablets upon notice from CDCR within a timeframe no longer than 60 days.
16. The contract should require the vendor to develop a portal or other medium of communication through which incarcerated tablet users can submit tickets that identify disability- or accessibility-related problems with the tablets, which the vendor must resolve or otherwise adequately address within a timeframe no longer than 60 days.
17. The contract should require the vendor to report to CDCR's contract monitor, at regular intervals, any and all problems with the tablet, including related to disability- or

accessibility-features or content, that incarcerated people, CDCR staff, or other parties have reported to the vendor, the date such problem was reported, and the date and manner of resolution.

18. The contract should require the vendor to ensure that any and all future planned changes to the tablets' function and training—including but not limited to changes to any and all content that is available to users on the tablets—are first submitted to CDCR's AT consultant for an accessibility assessment. The contract should require the vendor to incorporate revisions to the vendor's plans in response to feedback from the AT consultant.

Contract Monitoring and Enforcement

19. The contract should include robust contract monitoring and enforcement provisions that are specific to the availability of or accessibility features of the tablets. (See topics for additional discussion, below.)

ADDITIONAL MEET AND CONFER TOPICS

In addition to the above recommendations, Plaintiffs would like to discuss the following at the parties' meet and confer to inform what should go into the contract:

1. What contract monitoring and enforcement provisions should be put in place to avoid the problems of the previous tablet programs. This includes significant delays in provision of tablets and accessories. For example, there have been months-long delays in receipt of tablets, including for people who are deaf or hard-of-hearing and may rely on tablets for effective communication of certain information. *See generally* KVSP 602 No. 456534 (Oct. 10, 2023) ("Due to low inventories of the Tablets, in addition to logistic issues with China, the issuance of tablets has been dramatically delayed."). And over-ear headphones have been unavailable for months. Should the vendor be required to have a surplus of such items based on anticipated demand? What incentive and penalty structures should be put in place to ensure contract compliance?
2. How is content selected for and organized within the tablets, as the current tablets have extremely limited captioned and ASL content and that limited content is difficult to find for deaf and hard-of-hearing users?
3. How will Defendants' contract ensure that content is captioned accurately and in accordance with FCC rules for synchronicity, completeness, and placement?
4. The parties with the assistance of the Court Expert should determine next steps, including a process to ensure that Plaintiffs are able to review the proposed statewide contract for tablets, timely meet and confer with Defendants and the Court Expert about it, and bring any concerns to the Court, as required by the Court's order, given Defendants' statement that the RFP is expected to go out around June, with the contract award in the fall. *See*

Tamiya Davis

Plaintiffs' Recommendations Regarding Tablet Accessibility for CDCR Tablet Contract
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Doc 3538 at 7 (“If Plaintiffs’ counsel believe that the proposed statewide contract for tablets does not comply with the ADA and remedial plan, then the parties and the Court Expert shall meet to discuss the issues. If the Court Expert determines the parties are not able to reach agreement on the proposal, the parties shall, within 30 days of the Court Expert’s determination that an agreement cannot be reached, submit a joint statement to the Court discussing the disputes regarding the proposal.”). Defendants should be prepared to explain if there is any information they do not believe they can share with Plaintiffs and the Court Expert and the legal basis for that position.

Sincerely,

Jacob Hutt
Rita Lomio
Plaintiffs’ Counsel

Cc: Ed Swanson, Audrey Barron
Co-counsel
Nick Meyer, Patricia Ferguson, Chor Thao, Ursula Stuter, Ava Lau-Silviera, Ramon Ruiz, OLA Armstrong (OLA)
Brianne Burkart (CCHCS OLA)
Lois Welch, Steven Faris (OACC)
Mona Houston, Jillian Hernandez, Lourdes White, Cory Lo, CAMU Mailbox (DAI)
Diane Toche, Joseph Bick, John Dovey, Robin Hart, CCHCS Accountability, Joseph (Jason) Williams, Cathy Jefferson, Jason Anderson, Dawn Lorey, Jane Moses, Alexandria Tonis, Joshua (Jay) Leon Guerrero, Aaron Perez (CCHCS)
Sharon Garske, Sean Lodholz, Trace Maiorino, Mark Jackson, Olena Likhachova, Anne Kammer, Gurpreet Sandhu (OAG)

Exhibit 3

OFFICE OF LEGAL AFFAIRS

Ursula Stuter, Attorney IV
1515 S Street Sacramento, CA 95811



April 22, 2024

VIA EMAIL ONLY

Jacob Hutt
Prison Law Office
jacob@prisonlaw.com

RE: *ARMSTRONG v. NEWSOM*: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

Dear Mr. Hutt:

I write in response to your email of April 10, 2024, Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets, and your subsequent email of April 19, 2024, requesting a meeting with Defendants regarding the same matter.

Plaintiffs stated the following in their email:

Defendants state, without explanation, that they are "of the opinion" that Plaintiffs "cannot meet" the State Contracting Manual's requirements. These requirements are that a party must sign an agreement stating, in relevant part, that they do not have a personal or financial interest or employment or activity that would be incompatible with participating in the procurement process, and that the party will not disclose information to third parties that have not signed the confidentiality agreement. Defendants provide no reasoning for their assertion that Plaintiffs "cannot meet" these requirements. Plaintiffs reiterate that we are prepared to sign a confidentiality agreement and abide by its requirements.

Defendants are not opposed to negotiating a protective order with terms that are lawful and not adverse to the state procurement process. A protective order or similar measures are needed in particular when Plaintiffs have access to confidential or significant discussions related to a new contract or the development of proposed services for those with disabilities or the procurement of assistive devices.

Plaintiffs also write the following:

Defendants state that by "afford[ing] an opportunity to Plaintiffs and the Court Expert to provide detailed lists of features they would like to see in the future contract," by meeting and conferring on this input, and by "put[ting] forward the recommendations made by

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In providing this response, neither CCHCS nor CDCR accepts plaintiffs' representation of the facts set forth in the advocacy letter and only provides an answer to the questions asked.

the parties for consideration and inclusion in a future contract," they have "complied with the requirements set forth in the Court's order."

But Defendants fail to acknowledge the primary requirement in the Court's order that is at issue here: "If Plaintiffs' counsel believe that the proposed statewide contract for tablets does not comply with the Americans with Disabilities Act (ADA) and remedial plan, then the parties and the Court Expert shall meet to discuss the issues." Dkt. 3533 at 7.

Defendants would like to point out that Plaintiffs are requesting review of something that does not yet exist. Plaintiffs fail to acknowledge the fact that a proposed contract has not yet been drafted. Plaintiffs also completely ignore the fact that this technology contract is subject to the oversight and management of the California Department of Technology (CDT), an agency separate and distinct from the California Department of Corrections and Rehabilitation (CDCR). As such, the CDT is controlling access to the process and information that will eventually result in a contract.

A Request for Proposal relies on potential vendors to propose what services and products their company can provide that meet the State's needs. As a matter of course, ADA requirements are built into every public contract. Defendants remind Plaintiffs that the link to the publicly posted Request for Information, which is the first step of a Request for Proposal process, has been provided in prior correspondence.

Plaintiffs provide additional commentary:

The subject of our letter was how the parties can comply with this requirement, which Defendants do not discuss, by conferring about a proposed contract that has already gone out for bid. See Plaintiffs' 3/8/24 Letter ("We are concerned that, if Plaintiffs' counsel cannot learn of the content of the proposed statewide contract for tablets until after it has gone out for bid, there will not be time before bidding begins for the parties to meet and confer, and—in the event the Court Expert determines we cannot reach agreement—to raise these issues to the Court. Further, it will be extremely disruptive to the bidding process to have the parties continue to make changes to the proposed contract after it has been sent out to bid. Any disruption likely will further delay CDCR's acquisition of accessible tablets, harming our class members."). Defendants do not address our concerns in their response.

The California Substance Abuse Treatment Facility (SATF) Stipulation gives Plaintiffs "an opportunity to *offer input to Defendants about what accessibility features should be required in the next statewide contract for tablets.*" (Doc. 3533, 7.) The stipulation further provides that if Plaintiffs "believe that the *proposed statewide contract for tablets* does not comply with ADA and remedial plan, then the parties . . . shall meet to discuss the issues." (*Id.*) In accordance with the stipulation, Defendants have already invited Plaintiffs to participate in meetings with CDCR related to what accessibility features should be included in the next tablet contract, so CDCR has already fulfilled its obligation (in part) by allowing Defendants to provide input and incorporating

PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

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the suggested accessibility features into the Request for Proposal (RFP). Additionally, Plaintiffs' belief that they would have an opportunity to review the RFP and *before bidding begins* for the parties to meet and confer and to raise issues to the Court is misplaced, because the proposed statewide contract is drafted after the State has selected a vendor, not prior to the bidding process.

Additionally, there is not, as you state in your letter, a "bidding process... [where] the parties continue to make changes to the proposed contract after it has been sent out to bid..." in the state contracting process.

Defendants agree that disruption of the state contracting process will delay tablet acquisition, and also assert unnecessary and repeated disruption which may harm *all* incarcerated people and be detrimental to state prison operations. We share concerns about the disruption of communications between tablet holders and their families and loved ones.

Plaintiffs raise a question of impossibility or impracticality:

Additionally, if it would be impractical or impossible for Defendants to revise a published, proposed contract in response to disputes between the parties, then Defendants' position would also render ineffectual the Court's order that the parties "submit a joint statement to the Court discussing the disputes regarding the proposal." Dkt. 3533 at 7.

Defendants assert that it is not impractical or impossible for Defendants to seek a contract amendment if it is necessary or to resolve disputes between the parties. Amendments occur after contract execution. Plaintiffs use the term "proposed" and "published" in the same sentence, so it is unclear what stage in the contracting process Plaintiffs are discussing.

Plaintiffs further write:

In our letter, we requested that if Defendants did not agree with our proposal, that the parties "meet and discuss this issue with the Court Expert and determine a path forward that allows the parties to comply with the Court order." Particularly given that Defendants, in their response, ignore the concerns that we articulated in our letter, we request to meet with Defendants as soon as possible to address these concerns and agree on a path forward.

Defendants met with and discussed and clarified both Plaintiffs' and the Court Expert's recommendations for assistive technology to be included in the future statewide contract. Defendants turned over those comprehensive lists to the authorized parties who are participating in the Request for Proposal process.

Defendants believe that they have already complied with their obligations under the stipulation by offering Plaintiffs an opportunity to provide input to Defendants about what accessibility features should be required in the next statewide contract for tablets. Once the public

PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

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contracting documents are available and Plaintiffs determine they still have concerns after reviewing the documents, Defendants are amenable to meeting with the parties. The publicly available contracting documents are anticipated to be electronically available to all parties in May 2024.

Please let me know if you have any questions.

Sincerely,

/s/

Ursula Stuter

Cc:

Ed Swanson, Court Expert

Plaintiffs' Counsel

Defendants' Counsel

Exhibit 4



PRISON LAW OFFICE

General Delivery, San Quentin, CA 94964
Telephone (510) 280-2621 • Fax (510) 280-2704
www.prisonlaw.com

Executive Director:
Margot Mendelson

Attorneys:
Rana Anabtawi
Patrick Booth
Tess Borden
Steven Fama
Mackenzie Halter
Alison Hardy
Sophie Hart
Marissa Hutton
Jacob Hutt
A.D. Lewis
Rita Lomio
Donald Specter
Jerrod Thompson

VIA EMAIL ONLY

May 15, 2024

Ed Swanson
Armstrong Court Expert

Ursula Stuter
CDCR Office of Legal Affairs

Re: *Armstrong v. Newsom*: Resolving the Parties' Disagreement Regarding
SATF Stipulation #12

Dear Mr. Swanson and Ms. Stuter,

We write again in an effort to resolve the parties' disagreement regarding how the parties can comply with the Court's order regarding the proposed statewide tablet contract, Dkt. 3538 at 7 ("Stipulation #12"). Stipulation #12 includes a dispute resolution process (the "Dispute Resolution Process") that requires Plaintiffs to have sufficient information about Defendants' proposed tablet contract to have a position on whether "the proposed statewide contract for tablets . . . compl[ies] with the ADA and remedial plan," the Court Expert to "determine[]" that an agreement cannot be reached," and the parties to "submit a joint statement to the Court discussing the disputes regarding the proposal." The Dispute Resolution Process also implies that the Court will rule on the disputes listed in the joint statement and additional processes may result.

Plaintiffs ask that Defendants ensure that bidding on a forthcoming Request for Proposal (RFP) on a tablet contract does not begin until the Dispute Resolution Process is complete. **If Defendants will not commit to this proposal by May 22, 2024, we ask that the Court Expert certify the parties' disagreement for joint briefing to the Court.**

* * *

As background, since the parties first met to discuss Stipulation #12 on February 16, 2024, Plaintiffs' counsel have repeatedly sought an opportunity to review either a proposed contract or a Request for Proposal (RFP) that would contain the accessibility features to be included in a proposed contract. Defendants have declined to produce such a proposed contract or RFP for review.¹ On April 24, 2024, the Court Expert requested that the parties meet to discuss CDCR's

¹ See Letter from Jacob Hutt, Prison Law Office, to Tamiya Davis, CDCR Office of Legal Affairs, Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets (Mar. 8, 2024);

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Mr. Ed Swanson & Ms. Ursula Stuter
Re: Resolving the Parties' Disagreement Regarding SATF Stipulation #12
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position, and asked that CDCR come to the meeting prepared to discuss whether they would provide an opportunity for Plaintiffs to timely review and confer with Defendants regarding the RFP prior to its publication. The Court Expert added: "If CDCR has an alternative proposal for how to comply with the requirements of the order that the parties inform the Court if 'Plaintiffs' counsel believe that the proposed statewide contract for tablets does not comply with the ADA and remedial plan,' CDCR should come to the meeting ready to discuss that proposal." Email from Ed Swanson, Court Expert to All Parties (Apr. 24, 2024) (quoting Dkt. 3538 at 7).

At the parties' meeting on May 10, 2024, Defendants again declined to provide any information to Plaintiffs' counsel about the content of the RFP. Rather, Defendants represented that they plan to publish the RFP on or around June 3, 2024, and would not provide Plaintiffs with any information about the content of the RFP before it published. After publication, interested parties will have a six-week "Q&A period" to submit questions about the RFP, and the California Department of Technology (CDT) will publish answers to these questions. At the conclusion of the Q&A period, CDT will either publish an addendum, triggering an additional five-day Q&A period and the opportunity for more addenda and Q&A, or CDT will finalize the RFP. Throughout, CDT will treat CDCR as a client and consult with CDCR regarding any modifications to the RFP. Bids on the finalized RFP will be due 30-60 days after it is posted.

As their "alternative proposal" for complying with Stipulation #12, Defendants proposed that Plaintiffs' counsel participate in the various Q&A processes as an interested party. Although this would allow Plaintiffs to provide input into the final RFP, Defendants stressed that Plaintiffs *must* agree to the timelines set forth above, as they cannot be waived.

We share the Court Expert's concern that Defendants' proposal will not ensure that the parties can comply with the Dispute Resolution Process. It is not reasonable to expect the Court Expert to certify all areas of disagreement (if any), for the parties to negotiate and submit a joint statement, and for the Court to resolve such disputes in just the six weeks of the Q&A period.

Email from Jacob Hutt, Prison Law Office, to Tamiya Davis, CDCR Office of Legal Affairs (Mar. 22, 2024) (requesting response); Letter from Ursula Stuter, CDCR Office of Legal Affairs, to Jacob Hutt, Prison Law Office, Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets (Apr. 8, 2024); Email from Jacob Hutt, Prison Law Office, to Ursula Stuter, CDCR Office of Legal Affairs (Apr. 10, 2024) (requesting meeting with Defendants and Court Expert); Email from Jacob Hutt, Prison Law Office, to Ursula Stuter, CDCR Office of Legal Affairs, and Ed Swanson, Court Expert (Apr. 19, 2024) (reiterating request for meeting); Email from Ursula Stuter, CDCR Office of Legal Affairs, to Jacob Hutt, Prison Law Office (Apr. 22, 2024) (declining request for meeting given forthcoming written response); Letter from Ursula Stuter, CDCR Office of Legal Affairs, to Jacob Hutt, Prison Law Office, Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets (Apr. 23, 2024).

Mr. Ed Swanson & Ms. Ursula Stuter
Re: Resolving the Parties' Disagreement Regarding SATF Stipulation #12
May 15, 2024
Page 3

And it is even less reasonable to expect that to happen in the subsequent five-day Q&A periods, which Defendants alone would decide whether or not to initiate. Yet Defendants' proposal seemingly would *require* Defendants to proceed with finalizing the RFP and accepting bids regardless of the status of the Dispute Resolution Process. This usurps the authority of the Court Expert and the Court, unilaterally rendering much of Stipulation #12 moot, as there would quickly be no "proposed" contract for the Court to rule on.

Plaintiffs cannot simply hope that, come June 3, 2024, the published RFP will incorporate all of Plaintiffs' January 5, 2024, recommendations regarding tablet accessibility, or that Defendants will timely and adequately resolve all of Plaintiffs' concerns before finalizing the RFP. Nor can we agree to a CDT-imposed schedule that could result in Defendants finalizing a proposed tablet contract regardless of whether Plaintiffs, the Court Expert, and the Court have had a meaningful opportunity to fulfill their obligations under Stipulation #12.

There are several viable alternatives to Defendants' proposal. One option is that the parties complete the Dispute Resolution Process before the RFP is published. Another option is that after the RFP is published, Defendants hold open the "Q&A period" until the Dispute Resolution Process is completed. Plaintiffs would be amenable to signing a confidentiality agreement and conflict waiver under either option. **Regardless of whether Plaintiffs review the RFP before or after it is published, Defendants must ensure that bidding on a forthcoming Request for Proposal on a tablet contract does not commence until the Dispute Resolution Process is complete and the Court has ruled on the parties' joint statement of disputes, if any.**

If Defendants will not commit to this request by May 22, 2024, we ask that the Court Expert certify the parties' disagreement for joint briefing to the Court. A refusal by Defendants to ensure that Plaintiffs can meaningfully participate in the tablet contract review process, as laid out above, would mean that "the parties are not able to reach agreement on the proposal." Given Defendants' reported intent to publish the RFP on or around June 3, 2024, we would appreciate a timely determination from the Court Expert that the parties are unable to reach agreement, so that the 30-day period for joint briefing to the Court can begin promptly. Upon receiving the Court's ruling, the parties may need to engage separately in the Dispute Resolution Process regarding the content of the proposed tablet contract.

We look forward to hearing from you soon.

Sincerely,

Jacob Hutt
Caroline Jackson
Armstrong Plaintiffs' Counsel

Mr. Ed Swanson & Ms. Ursula Stuter
Re: Resolving the Parties' Disagreement Regarding SATF Stipulation #12
May 15, 2024
Page 4

Cc: Co-counsel
Audrey Barron (Court Expert)
Patricia Ferguson, Tamiya Davis, Nicholas (Nick) Meyer, Chor Thao, Ramon Ruiz, Ava
Lau-Silveira, OLA Armstrong (CDCR Office of Legal Affairs)
Brienne Burkart, Sandra Chuidian (CCHCS Office of Legal Affairs)
Sharon Garske, Trace Maiorino, Sean Lodholz, Olena Likhachova, Anne Kammer,
Gurpreet Sandhu (OAG)
Dawn Lorey, Lourdes White, Darnell Mebane, Cory Lo, CDCR CAMU (DAI)
Lois Welch, Steven Faris (OACC)
Diana Toche, Joseph Bick, John Dovey, Robin Hart, Joseph (Jason) Williams, Cathy
Jefferson, Jason Anderson, Jane Moses, Joshua (Jay) Leon Guerrero, Aaron Perez, Dawn
Stevens, Dharmendra Sharma, Antronne Scotland, CCHCS Accountability, CS Advocacy
(CCHCS)

Exhibit 5

tania@prisonlaw.com

From: Jacob Hutt <jacob@prisonlaw.com>
Sent: Friday, June 14, 2024 3:33 PM
To: Davis, Tamiya@CDCR; Stuter, Ursula@CDCR
Cc: Ed Swanson; Audrey Barron; Ferguson, Patricia@CDCR; Caroline Jackson; Rita Lomio; Tania Amarillas; Skye Lovett; Penny Godbold
Subject: Re: Tablet RFP - Follow Up

Tamiya and Ursula,

Thanks for a productive conversation yesterday. We thought it would make sense to send our questions for you (or CDT) in writing, for clarity:

1. During our meeting, Ed identified two points at which disputes could subsequently arise and Plaintiffs and/or Ed would seek timely court resolution of these disputes: (1) when the finalized RFP is published, if it differs from the initial version and Plaintiffs object to the changes that were made and/or (2) when CDCR is negotiating a proposed contract with a selected vendor. See Dkt. 3538 at 7 (outlining process for the parties to resolve disputes regarding accessibility features that should be required in the next statewide contract for tablets). For both (1) and (2), how will CDCR ensure that there will be sufficient time for the parties to engage in the dispute resolution process and for the *Armstrong* Court to resolve such disputes before the contract is finalized?

2. If a vendor submits a bid that meets all the mandatory RFP requirements and is within CDCR's budget for this project, can the Department instead award the contract to a different vendor who submits an even lower cost bid but who does not meet all the mandatory RFP requirements?

3. Defendants have explained their position that "the proposed statewide contract is drafted after the State has selected a vendor." See CDCR Response to Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets at 3 (Apr. 23, 2024).

- (a) Is it Defendants' understanding that they are required to include all mandatory requirements from the finalized RFP as features of this "proposed statewide contract"?
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- (c) Is there a public comment period on what Defendants consider to be the "proposed statewide contract" before it is executed, and if so, how long is it?
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- (e) Our understanding is that if the State does not select a vendor upon the conclusion of the bidding period, Defendants will explore contracting with a tablet vendor who does not meet all the mandatory requirements of the finalized RFP. Is this accurate? If so, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" with this vendor? What opportunity will exist for Plaintiffs to provide input into these negotiations or receive information about their substance?

Thank you,

Jacob

On Fri, Jun 7, 2024 at 7:59 PM Skye Lovett <skye@prisonlaw.com> wrote:

Good afternoon,

Please find attached two additional signed agreements from Plaintiffs' counsel at the Prison Law Office.

Please contact me and Jacob with any questions or concerns.

Thank you,

Skye

On Tue, Jun 4, 2024 at 8:51 AM Ed Swanson <ed@smllp.law> wrote:

All –

I'm available all of these times.

Thanks,

Ed

From: Jacob Hutt <jacob@prisonlaw.com>

Sent: Monday, June 3, 2024 10:14 AM

To: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>

Cc: Audrey Barron <audrey@smllp.law>; Ed Swanson <ed@smllp.law>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>

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Dear Tamiya,

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Thank you,

Jacob

On Fri, May 31, 2024 at 5:55 PM Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov> wrote:

Thanks, all.

Please let me know if you are available to meet at any of the times below.

June 11 between 2-4.

June 12 between 2-3.

June 13 between 1-3.

Best,

Tamiya Davis

Attorney, Class Action Team

Office of Legal Affairs

California Department of Corrections and Rehabilitation

Cell: 916.247.5094

From: Audrey Barron <audrey@smlp.law>

Sent: Wednesday, May 29, 2024 1:00 PM

To: Ed Swanson <ed@smlp.law>; Jacob Hutt <jacob@prisonlaw.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>; Margot Mendelson <mmendelson@prisonlaw.com>; Rita Lomio <rlomio@prisonlaw.com>

Subject: Re: Tablet RFP - Follow Up

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Attached is my signed agreement.

From: Ed Swanson <ed@smlp.law>

Date: Monday, May 27, 2024 at 10:34 AM

To: Jacob Hutt <jacob@prisonlaw.com>, Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>; Margot Mendelson <mmendelson@prisonlaw.com>; Rita Lomio <rlomio@prisonlaw.com>; Audrey Barron <audrey@smlp.law>

Subject: RE: Tablet RFP - Follow Up

Ursula –

Attached is my signed agreement. By signing the document I am not acknowledging that the court expert needs to be bound by a separate confidentiality agreement in order to see documents such as this. I am signing the document to avoid any delays that would be caused by working to resolve that issue.

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Thanks,

Ed

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Thanks for your email. Attached are Plaintiffs' counsel's signed agreements. Please note that Plaintiffs' counsel takes no position regarding the need for us to sign these agreements before discussing these matters, but we will abide by the agreements given Defendants' belief that they are needed.

We'll await Tamiya's message regarding scheduling the meeting.

Thanks,

Jacob

On Thu, May 23, 2024 at 8:02 PM Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov> wrote:

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Defendants would like to have a follow-up conversation with you regarding the concerns you raised on the CDCR Tablet procurement process if you are willing to sign and return the attached confidentiality/COI form to CDCR.

Once we've received your completed forms, Tamiya will reach out to schedule a phone call. We would ask to limit the call to those who have signed and returned the agreement.

Thank you,


~~~~~  
**Ursula Stuter**

Attorney IV

California Department of Corrections and Rehabilitation

[ursula.stuter@cdcr.ca.gov](mailto:ursula.stuter@cdcr.ca.gov)

(916) 862-0592

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# Exhibit 6

## Penny Godbold

---

**From:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>  
**Sent:** Monday, June 17, 2024 9:14 AM  
**To:** jacob@prisonlaw.com; Davis, Tamiya@CDCR  
**Cc:** Ed Swanson; Audrey Barron; Ferguson, Patricia@CDCR; Caroline Jackson; rlomio; Tania Amarillas; Skye Lovett; Penny Godbold  
**Subject:** RE: Tablet RFP - Follow Up

---

### [EXTERNAL MESSAGE NOTICE]

Jacob,

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I wanted to clarify with you a difference in understanding where Court Expert (Ed) did raise three points at which there may be a dispute. He called these points "insertion points" and requested a more specific timeline for the RFP process. The insertion points Ed mentioned, per my notes, were when: 1) initial RFP is considered inadequate 2) if after the Q&A process, the modifications to the RFP appear materially different and no longer considered adequate, and 3) if the awarded contract has fewer features than originally intended or contemplated by the parties.

As to the other questions you raise here in your email, to the extent some of them are nuanced and new to the discussion, we'll need a few business days to consider them and respond.

Sincerely,

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Ursula Stuter

Attorney IV
California Department of Corrections and Rehabilitation
ursula.stuter@cdcr.ca.gov
(916) 862-0592

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Tamiya and Ursula,

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I'm available all of these times.

Thanks,

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June 13 between 1-3.

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Tamiya Davis

Attorney, Class Action Team

Office of Legal Affairs

California Department of Corrections and Rehabilitation

Cell: 916.247.5094

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**Ursula Stuter**

Attorney IV

California Department of Corrections and Rehabilitation

[ursula.stuter@cdcr.ca.gov](mailto:ursula.stuter@cdcr.ca.gov)

(916) 862-0592

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# Exhibit 7

## Penny Godbold

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**From:** Ed Swanson <ed@smllp.law>  
**Sent:** Monday, June 17, 2024 10:12 AM  
**To:** Stuter, Ursula@CDCR; jacob@prisonlaw.com; Davis, Tamiya@CDCR  
**Cc:** Audrey Barron; Ferguson, Patricia@CDCR; Caroline Jackson; rlomio; Tania Amarillas; Skye Lovett; Penny Godbold  
**Subject:** RE: Tablet RFP - Follow Up

---

### [EXTERNAL MESSAGE NOTICE]

Thanks, Ursula. To be clear, based on our discussion from last week I am optimistic that there will not be a dispute about whether the initial RFP is inadequate. I think the key issues will be whether the RFP materially changes during the Q&A period (your point 2, below), or whether the features change as a result of the bids received. Plaintiffs' question #3 below addresses some of the timing issues concerning that eventuality. Once defendants answer plaintiffs' questions and we have a clearer picture of the process, I suggest we reconvene to make sure we understand whether and when plaintiffs will have an opportunity to provide input or take other action.

---

**From:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>  
**Sent:** Monday, June 17, 2024 9:14 AM  
**To:** Jacob Hutt <jacob@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>  
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California Department of Corrections and Rehabilitation
ursula.stuter@cdcr.ca.gov
(916) 862-0592

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DO NOT FORWARD THIS E-MAIL WITHOUT THE EXPRESS PERMISSION OF THE SENDER

From: Jacob Hutt <jacob@prisonlaw.com>

Sent: Friday, June 14, 2024 3:33 PM

To: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ed Swanson <ed@smllp.law>; Audrey Barron <audrey@smllp.law>; Ferguson, Patricia@CDCR

<Patricia.Ferguson@cdcr.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Rita Lomio <rlomio@prisonlaw.com>; Tania

Amarillas <tania@prisonlaw.com>; Skye Lovett <skye@prisonlaw.com>; Penny Godbold <PGodbold@rbgg.com>

Subject: Re: Tablet RFP - Follow Up

CAUTION: This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tamiya and Ursula,

Thanks for a productive conversation yesterday. We thought it would make sense to send our questions for you (or CDT) in writing, for clarity:

1. During our meeting, Ed identified two points at which disputes could subsequently arise and Plaintiffs and/or Ed would seek timely court resolution of these disputes: (1) when the finalized RFP is published, if it differs from the initial version and Plaintiffs object to the changes that were made and/or (2) when CDCR is negotiating a proposed contract with a selected vendor. See Dkt. 3538 at 7 (outlining process for the parties to resolve disputes regarding accessibility features that should be required in the next statewide contract for tablets). For both (1) and (2), how will CDCR ensure that there will be sufficient time for the parties to engage in the dispute resolution process and for the *Armstrong* Court to resolve such disputes before the contract is finalized?

2. If a vendor submits a bid that meets all the mandatory RFP requirements and is within CDCR's budget for this project, can the Department instead award the contract to a different vendor who submits an even lower cost bid but who does not meet all the mandatory RFP requirements?

3. Defendants have explained their position that "the proposed statewide contract is drafted after the State has selected a vendor." See CDCR Response to Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets at 3 (Apr. 23, 2024).

(a) Is it Defendants' understanding that they are required to include all mandatory requirements from the finalized RFP as features of this "proposed statewide contract"?

(b) Assuming that the State selects a vendor upon the conclusion of the bidding period, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" before it is executed?

(c) Is there a public comment period on what Defendants consider to be the "proposed statewide contract" before it is executed, and if so, how long is it?

(d) What process, if any, exists for Defendants to make changes to what they consider to be the "proposed statewide contract" after a public comment period and before executing the contract?

(e) Our understanding is that if the State does not select a vendor upon the conclusion of the bidding period, Defendants will explore contracting with a tablet vendor who does not meet all the mandatory requirements of the finalized RFP. Is this accurate? If so, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" with this vendor? What opportunity will exist for Plaintiffs to provide input into these negotiations or receive information about their substance?

Thank you,
Jacob

On Fri, Jun 7, 2024 at 7:59 PM Skye Lovett <skye@prisonlaw.com> wrote:

Good afternoon,

Please find attached two additional signed agreements from Plaintiffs' counsel at the Prison Law Office.

Please contact me and Jacob with any questions or concerns.

Thank you,
Skye

On Tue, Jun 4, 2024 at 8:51 AM Ed Swanson <ed@smlp.law> wrote:

All –

I'm available all of these times.

Thanks,

Ed

From: Jacob Hutt <jacob@prisonlaw.com>

Sent: Monday, June 3, 2024 10:14 AM

To: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>

Cc: Audrey Barron <audrey@smlp.law>; Ed Swanson <ed@smlp.law>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>

Subject: Re: Tablet RFP - Follow Up

Dear Tamiya,

Thank you for your email. Plaintiffs are available for this conversation at any of the times you listed, except that on June 11th we are free only until 3:30pm.

We note that the parties agreed that Defendants would respond to Plaintiffs' attached letter by May 31, 2024, and that we have not received a response nor any further information regarding the proposal outlined in the letter. In Plaintiffs' view, it is clear that the parties have a disagreement with respect to SATF Stipulation #12.

Thank you,

Jacob

On Fri, May 31, 2024 at 5:55 PM Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov> wrote:

Thanks, all.

Please let me know if you are available to meet at any of the times below.

June 11 between 2-4.

June 12 between 2-3.

June 13 between 1-3.

Best,

Tamiya Davis

Attorney, Class Action Team

Office of Legal Affairs

California Department of Corrections and Rehabilitation

Cell: 916.247.5094

From: Audrey Barron <audrey@smlp.law>
Sent: Wednesday, May 29, 2024 1:00 PM
To: Ed Swanson <ed@smlp.law>; Jacob Hutt <jacob@prisonlaw.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>; Margot Mendelson <mmendelson@prisonlaw.com>; Rita Lomio <rlomio@prisonlaw.com>
Subject: Re: Tablet RFP - Follow Up

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Attached is my signed agreement.

From: Ed Swanson <ed@smlp.law>
Date: Monday, May 27, 2024 at 10:34 AM
To: Jacob Hutt <jacob@prisonlaw.com>, Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>, Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>, Likhachova, Olena <Olena.Likhachova@doj.ca.gov>, Anne Kammer <Anne.Kammer@doj.ca.gov>, Caroline Jackson <CJackson@rbgg.com>, Skye Lovett <skye@prisonlaw.com>, Margot Mendelson <mmendelson@prisonlaw.com>, Rita Lomio <rlomio@prisonlaw.com>, Audrey Barron <audrey@smlp.law>
Subject: RE: Tablet RFP - Follow Up

Ursula –

Attached is my signed agreement. By signing the document I am not acknowledging that the court expert needs to be bound by a separate confidentiality agreement in order to see documents such as this. I am signing the document to avoid any delays that would be caused by working to resolve that issue.

Also, I want to be clear about how this agreement affects my ability to disclose information about the tablets to the court or in filings. If I am not able to comment on what accessibility features are included in the RFP before it is public, that could interfere with my ability to comply with the court's order. It might make sense to have a call with the parties and me to discuss the process you're contemplating to make sure that this agreement doesn't affect my ability to discharge my duties to the court.

Thanks,

Ed

From: Jacob Hutt <jacob@prisonlaw.com>

Sent: Friday, May 24, 2024 1:35 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ed Swanson <ed@smlp.law>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>; Margot Mendelson <mmendelson@prisonlaw.com>; Rita Lomio <rlomio@prisonlaw.com>

Subject: Re: Tablet RFP - Follow Up

Hi Ursula,

Thanks for your email. Attached are Plaintiffs' counsel's signed agreements. Please note that Plaintiffs' counsel takes no position regarding the need for us to sign these agreements before discussing these matters, but we will abide by the agreements given Defendants' belief that they are needed.

We'll await Tamiya's message regarding scheduling the meeting.

Thanks,

Jacob

On Thu, May 23, 2024 at 8:02 PM Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov> wrote:

Good evening Ed and Jacob,

Defendants would like to have a follow-up conversation with you regarding the concerns you raised on the CDCR Tablet procurement process if you are willing to sign and return the attached confidentiality/COI form to CDCR.

Once we've received your completed forms, Tamiya will reach out to schedule a phone call. We would ask to limit the call to those who have signed and returned the agreement.

Thank you,

~~~~~

**Ursula Stuter**

Attorney IV

California Department of Corrections and Rehabilitation

[ursula.stuter@cdcr.ca.gov](mailto:ursula.stuter@cdcr.ca.gov)

(916) 862-0592

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# Exhibit 8

**tania@prisonlaw.com**

---

**From:** Jacob Hutt <jacob@prisonlaw.com>  
**Sent:** Tuesday, July 9, 2024 5:24 AM  
**To:** Stuter, Ursula@CDCR  
**Cc:** Davis, Tamiya@CDCR; Audrey Barron; Ferguson, Patricia@CDCR; Caroline Jackson; Rita Lomio; Tania Amarillas; Skye Lovett; Penny Godbold; Ed Swanson  
**Subject:** Re: Tablet RFP - Follow Up

Hi Ursula,

We are writing to follow up on our June 14th questions regarding the tablet contracting process and SATF Stipulation #12. We hope to receive answers to these questions soon.

We also have one additional question. During the parties' June 13th meeting, Defendants stated that with respect to the current ViaPath tablets, there is an arrangement in place to keep the contract where it was before the *Securus* litigation began. (This mirrors the information on CDCR's [website](#): "CDCR has entered into an emergency interim contract with ViaPath to keep all existing communication services fully operational until we are able to complete the bid process for a permanent contract for these services."). But our notes reflect that Defendants also stated that this arrangement "was going to end at some point" and that a new contract was needed "if we want to keep having tablets in prison." We would like to clarify: Is there a date after which the current ViaPath tablets will no longer be available in CDCR institutions?

Thank you,  
Jacob

On Mon, Jun 17, 2024 at 1:12 PM Ed Swanson <ed@smllp.law> wrote:

Thanks, Ursula. To be clear, based on our discussion from last week I am optimistic that there will not be a dispute about whether the initial RFP is inadequate. I think the key issues will be whether the RFP materially changes during the Q&A period (your point 2, below), or whether the features change as a result of the bids received. Plaintiffs' question #3 below addresses some of the timing issues concerning that eventuality. Once defendants answer plaintiffs' questions and we have a clearer picture of the process, I suggest we reconvene to make sure we understand whether and when plaintiffs will have an opportunity to provide input or take other action.

---

**From:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>  
**Sent:** Monday, June 17, 2024 9:14 AM  
**To:** Jacob Hutt <[jacob@prisonlaw.com](mailto:jacob@prisonlaw.com)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>  
**Cc:** Ed Swanson <ed@smllp.law>; Audrey Barron <audrey@smllp.law>; Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Caroline Jackson <[CJackson@rbgg.com](mailto:CJackson@rbgg.com)>; Rita Lomio <[rlomio@prisonlaw.com](mailto:rlomio@prisonlaw.com)>; Tania Amarillas <[tania@prisonlaw.com](mailto:tania@prisonlaw.com)>; Skye Lovett <[skye@prisonlaw.com](mailto:skye@prisonlaw.com)>; Penny Godbold <[PGodbold@rbgg.com](mailto:PGodbold@rbgg.com)>  
**Subject:** RE: Tablet RFP - Follow Up

Jacob,

I appreciate you drafting your follow up questions for us to review and consider sharing with CDT for a response.

I wanted to clarify with you a difference in understanding where Court Expert (Ed) did raise three points at which there may be a dispute. He called these points "insertion points" and requested a more specific timeline for the RFP process. The insertion points Ed mentioned, per my notes, were when: 1) initial RFP is considered inadequate 2) if after the Q&A process, the modifications to the RFP appear materially different and no longer considered adequate, and 3) if the awarded contract has fewer features than originally intended or contemplated by the parties.

As to the other questions you raise here in your email, to the extent some of them are nuanced and new to the discussion, we'll need a few business days to consider them and respond.

Sincerely,

~~~~~

Ursula Stuter

Attorney IV

California Department of Corrections and Rehabilitation

ursula.stuter@cdcr.ca.gov

(916) 862-0592

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Sent: Friday, June 14, 2024 3:33 PM

To: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ed Swanson <ed@smlp.law>; Audrey Barron <audrey@smlp.law>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Rita Lomio <rlomio@prisonlaw.com>; Tania Amarillas <tania@prisonlaw.com>; Skye Lovett <skye@prisonlaw.com>; Penny Godbold <PGodbold@rbgg.com>

Subject: Re: Tablet RFP - Follow Up

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Tamiya and Ursula,

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1. During our meeting, Ed identified two points at which disputes could subsequently arise and Plaintiffs and/or Ed would seek timely court resolution of these disputes: (1) when the finalized RFP is published, if it differs from the initial version and Plaintiffs object to the changes that were made and/or (2) when CDCR is negotiating a proposed contract with a selected vendor. See Dkt. 3538 at 7 (outlining process for the parties to resolve disputes regarding accessibility features that should be required in the next statewide contract for tablets). For both (1) and (2), how will CDCR ensure that there will be sufficient time for the parties to engage in the dispute resolution process and for the *Armstrong* Court to resolve such disputes before the contract is finalized?

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3. Defendants have explained their position that "the proposed statewide contract is drafted after the State has selected a vendor." See CDCR Response to Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets at 3 (Apr. 23, 2024).

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(e) Our understanding is that if the State does not select a vendor upon the conclusion of the bidding period, Defendants will explore contracting with a tablet vendor who does not meet all the mandatory requirements of the finalized RFP. Is this accurate? If so, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" with this vendor? What opportunity will exist for Plaintiffs to provide input into these negotiations or receive information about their substance?

Thank you,

Jacob

On Fri, Jun 7, 2024 at 7:59 PM Skye Lovett <skye@prisonlaw.com> wrote:

Good afternoon,

Please find attached two additional signed agreements from Plaintiffs' counsel at the Prison Law Office.

Please contact me and Jacob with any questions or concerns.

Thank you,

Skye

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All –

I'm available all of these times.

Thanks,

Ed

From: Jacob Hutt <jacob@prisonlaw.com>

Sent: Monday, June 3, 2024 10:14 AM

To: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>

Cc: Audrey Barron <audrey@smlp.law>; Ed Swanson <ed@smlp.law>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson

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We note that the parties agreed that Defendants would respond to Plaintiffs' attached letter by May 31, 2024, and that we have not received a response nor any further information regarding the proposal outlined in the letter. In Plaintiffs' view, it is clear that the parties have a disagreement with respect to SATF Stipulation #12.

Thank you,

Jacob

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Thanks, all.

Please let me know if you are available to meet at any of the times below.

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June 12 between 2-3.

June 13 between 1-3.

Best,

Tamiya Davis

Attorney, Class Action Team

Office of Legal Affairs

California Department of Corrections and Rehabilitation

Cell: 916.247.5094

From: Audrey Barron <audrey@smlp.law>

Sent: Wednesday, May 29, 2024 1:00 PM

To: Ed Swanson <ed@smlp.law>; Jacob Hutt <jacob@prisonlaw.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Likhachova, Olena <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Skye Lovett <skye@prisonlaw.com>; Margot Mendelson <mmendelson@prisonlaw.com>; Rita Lomio <rlomio@prisonlaw.com>

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Once we've received your completed forms, Tamiya will reach out to schedule a phone call. We would ask to limit the call to those who have signed and returned the agreement.

Thank you,

~~~~~

**Ursula Stuter**

Attorney IV

California Department of Corrections and Rehabilitation

[ursula.stuter@cdcr.ca.gov](mailto:ursula.stuter@cdcr.ca.gov)

(916) 862-0592

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# Exhibit 9

**OFFICE OF LEGAL AFFAIRS**

Jennifer Neill

General Counsel

1515 S Street, Sacramento CA 95811



July 15, 2024

VIA EMAIL ONLY

Jacob Hutt

Prison Law Office

[jacob@prisonlaw.com](mailto:jacob@prisonlaw.com)

**RE:    *ARMSTRONG V. NEWSOM: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS***

Dear Mr. Hutt,

I write to follow up to your correspondence of May 15, June 14, and July 9, 2024, regarding *Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets and Resolving the Parties' Disagreement Regarding SATF Stipulation #12*, as well as to provide responses to questions raised by Plaintiffs regarding the state contracting process. Of note, the contemplated Request for Proposal (hereafter referred to as "solicitation") has been referred to as a "tablet contract," but the forthcoming solicitation is currently titled Communications and Technology Solution (IC+) and is not limited solely to tablets<sup>1</sup>.

The parties have communicated several times to discuss Plaintiffs' concerns regarding tablet accessibility features. After a series of exchanges, including Plaintiff and Court Expert law firms' signature of Confidentiality and Conflict of Interest statements, the parties met on June 13, 2024, to resolve the parties' purported disagreement on these critical services.<sup>2</sup>

After the meeting, Plaintiffs provided on June 14 an email list of three multi-part questions, and a follow up question via email on July 9.<sup>3</sup> We are responding to those questions with information available to us as of the date of this letter.

---

<sup>1</sup> The contemplated contract includes telephones, tablets, and kiosks for the incarcerated population's use.

<sup>2</sup> See Letter from Jacob Hutt, Prison Law Office, to Ursula Stuter, CDCR Office of Legal Affairs, *Resolving the Parties' Disagreement Regarding SATF Stipulation #12* (May 15, 2024).

<sup>3</sup> See Email from Jacob Hutt, Prison Law Office, to Tamiya Davis, CDCR Office of Legal Affairs (June 14, 2024) (requesting information regarding the state's RFP processes); Email from Jacob

**CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDERS**

In providing this response, neither CCHCS nor CDCR accepts plaintiffs' representation of the facts set forth in the advocacy letter and only provides an answer to the questions asked.

Mr. Jacob Hutt

Re: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

Page 2

In your correspondence, you requested that the California Department of Corrections and Rehabilitation (CDCR) respond to the following questions. I have copied the questions in their entirety from the email correspondence, and CDCR's responses are included below each question or its subset.

- I. **During our meeting, Ed identified two points at which disputes could subsequently arise and Plaintiffs and/or Ed would seek timely court resolution of these disputes: (1) when the finalized RFP is published, if it differs from the initial version and Plaintiffs object to the changes that were made and/or (2) when CDCR is negotiating a proposed contract with a selected vendor. See Dkt. 3538 at 7 (outlining process for the parties to resolve disputes regarding accessibility features that should be required in the next statewide contract for tablets). For both (1) and (2), how will CDCR ensure that there will be sufficient time for the parties to engage in the dispute resolution process and for the Armstrong Court to resolve such disputes before the contract is finalized?**

RESPONSE:

Defendants do not wish to speculate as to the amount of time that will be sufficient for the parties to engage in the dispute resolution process or for the Armstrong court to resolve such disputes. Defendants are aware of their obligations under the SATF Stipulation (Stipulation) and have discussed with the applicable decision makers the requirement to meet and confer regarding the various technological accommodations to be included on the tablets.

However, Defendants disagree that the Stipulation requires the Armstrong court to "resolve such disputes before the contract is finalized" as stated by Plaintiffs. The Stipulation provides in part, that "[i]f Plaintiffs' counsel believe that the proposed statewide contract for tablets does not comply with the ADA and remedial plan, then the parties and the Court Expert shall meet to discuss the issues." (Doc. 3533, 7.) There is no requirement in the language to resolve disputes before a contract is finalized. In fact, the Stipulation is silent on resolution of disputes prior to contract execution.

- II. **If a vendor submits a bid that meets all the mandatory RFP requirements and is within CDCR's budget for this project, can the Department instead award the contract to a different vendor who submits an even lower cost bid but who does not meet all the mandatory RFP requirements?**

---

Hutt, Prison Law Office, to Ursula Stuter, CDCR Office of Legal Affairs (July 9, 2024) (requesting information regarding the future of ViaPath tablets in the prisons).

Mr. Jacob Hutt

Re: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

Page 3

RESPONSE:

No. A Bidder must agree to meet any requirement listed as Mandatory (M), and if they do not, the bid will be considered non-responsive and will not be eligible for evaluation or consideration. The Bidder's Cost is only opened for review if the Bidder has answered all mandatory requirements. These terms and restrictions will be expressly stated in the solicitation documents.

**III. Defendants have explained their position that "the proposed statewide contract is drafted after the State has selected a vendor." See CDCR Response to Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets at 3 (Apr. 23, 2024).**

**a. Is it Defendants' understanding that they are required to include all mandatory requirements from the finalized RFP as features of this "proposed statewide contract"?**

RESPONSE:

The executed contract will contain anything that was mandatory either at time of solicitation or as a result of negotiations between the State and the vendor<sup>4</sup>. Bidders are advised that deviations from any of the mandatory requirements in their proposal may result in rejection of the proposal.

**b. Assuming that the State selects a vendor upon the conclusion of the bidding period, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" before it is executed?**

RESPONSE:

The California Department of Technology (CDT) will publish a Notification of Award when a vendor is selected. Bidder material becomes public after the Notification of Award is released.

**c. Is there a public comment period on what Defendants consider to be the "proposed statewide contract" before it is executed, and if so, how long is it?**

RESPONSE:

There is no public comment period for contract awards. However, there is a dispute process that is available after the Notification of Award. The schedule of key action dates will be included in the public solicitation documents.

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<sup>4</sup> Negotiations will be conducted under Public Contract Code, section 6611.

Mr. Jacob Hutt

Re: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

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- d. **What process, if any, exists for Defendants to make changes to what they consider to be the "proposed statewide contract" after a public comment period and before executing the contract?**

RESPONSE:

If there is a need for modification to the solicitation, as was discussed with Plaintiffs and the Court Expert at the meeting on) May 10, 2024, modifications will be made by addenda issued pursuant to terms within the solicitation document. Such modifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Officer without divulging the source of the request. Insofar as is practicable, the State will give such notices to other interested parties. The State may also, through the negotiation process, discuss a Bidder's proposal in areas that are determined to materially enhance the proposal's potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their proposal.

- e. **Our understanding is that if the State does not select a vendor upon the conclusion of the bidding period, Defendants will explore contracting with a tablet vendor who does not meet all the mandatory requirements of the finalized RFP. Is this accurate?**

RESPONSE:

The State will explore all options available to meet the required services identified in the IC + solicitation. The bidding period will be extended to allow for negotiations with up to three (3) of the highest scoring bidders, if necessary.

- IV. **If so, when, if at all, will Defendants publish what they consider to be the "proposed statewide contract" with this vendor? What opportunity will exist for Plaintiffs to provide input into these negotiations or receive information about their substance?**

RESPONSE:

The negotiation process between the State and responsible bidders will be confidential. The opportunity for Plaintiffs to provide input will be similar to the opportunity made available to the public. Defendants suggest that Plaintiffs track the publicly posted addendums and Question and Answer Set to remain apprised of real time changes in the solicitation process. Should Plaintiffs have a specific question related to their clients' needs or concerns, they may correspond with Defendants as has been established practice.

**From July 9th follow up email:**

- V. **We also have one additional question. During the parties' June 13th meeting, Defendants stated that with respect to the current ViaPath tablets, there is an arrangement in place to keep the contract where it was before the Securus litigation began. (This mirrors the information on CDCR's website: "CDCR has entered into an emergency interim contract with ViaPath to keep all existing communication services fully operational until we are able to complete the bid process for a permanent contract for these services."). But our notes**

Mr. Jacob Hutt

Re: PLAINTIFFS' COUNSEL'S REVIEW OF PROPOSED STATEWIDE CONTRACT FOR TABLETS

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**reflect that Defendants also stated that this arrangement "was going to end at some point" and that a new contract was needed "if we want to keep having tablets in prison." We would like to clarify: Is there a date after which the current ViaPath tablets will no longer be available in CDCR institutions?**

RESPONSE:

The current contract expires on June 14, 2025, and may be amended once more to extend an additional six (6) months. The focus of the solicitation is to obtain equipment and services that will meet the needs of the state, and this may include replacing or using a different vendor for the tablet services. So, in answer to your question, the current ViaPath tablets' availability relies upon the future contract, the selected vendor, and anticipated technological updates and improvements. It is too soon to provide a date certain by which the current tablets will be replaced or removed.

///

///

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Please let me know if you have any questions.

Sincerely,

/s/

Ursula Stuter  
Attorney, CDCR

Cc:

*Armstrong* Co-Counsel (CDCR Office of Legal Affairs)  
*Armstrong* Defense Counsel (OAG)  
Ed Swanson, Court Expert  
Plaintiffs' Counsel Distribution List  
CDCR and CCHCS Distribution List



# Exhibit 10



101 Mission Street, Sixth Floor  
San Francisco, California 94105-1738  
T: (415) 433-6830 ▪ F: (415) 433-7104  
[www.rbgg.com](http://www.rbgg.com)

Caroline E. Jackson  
Email: [cjackson@rbgg.com](mailto:cjackson@rbgg.com)

August 2, 2024

VIA ELECTRONIC MAIL ONLY

Ursula Stuter  
Tamiya Davis  
CDCR Office of Legal Affairs  
[Ursula.stuter@cdcr.ca.gov](mailto:Ursula.stuter@cdcr.ca.gov)  
[Tamiya.davis@cdcr.ca.gov](mailto:Tamiya.davis@cdcr.ca.gov)

Re: *Armstrong v. Newsom*: Plaintiffs' Comments re Tablet Proposal (SATF  
Stipulation Item 12)  
Our File No. 0581-03

Dear Ursula and Tamiya:

We write regarding the Request for Proposal ("RFP") for C5611826 IC+ ("IC+ Solution"), published on July 15, 2024. The RFP includes a number of exhibits. Most relevant to this letter are the document titled "RFP C5611826 IC+," which contains the bidding instructions, among other information; Exhibit 20, which lists the "Business Requirements" for the eventual contract; and Exhibit 21, which lists the "Technical Requirements." In addition, we respond to Defendants' July 15, 2024 letter regarding the dispute resolution process. *See* Ltr. from U. Stuter to J. Hutt, Plaintiffs' Counsel's Review of Proposed Statewide Contract for Tablets (July 15, 2024) ("Defendants' Contract Letter").

As a general matter, we were pleased to see that the required elements appear consistent with requested elements proposed by both Plaintiffs' counsel and the Court Expert. We have conducted a preliminary review and noted a few areas of concern. **We request to meet and confer regarding these issue. Plaintiffs are available on Wednesday, August 7 between at 9:30 a.m. and 12:30 p.m.**

**I. Compliance With Court-Ordered Dispute Resolution Process**

The parties do not currently have a ripe dispute regarding the proposed statewide contract for tablets. Plaintiffs' do have some concerns, as outlined below. But, should a

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dispute arise during the contracting process, Plaintiffs remain concerned that the parties have not yet agreed on how disputes will be resolved, in compliance with existing order.

The Stipulation Re: Court Expert's Addendum to Second Report Regarding Treatment of People with Disabilities at Substance Abuse Treatment Facility (SATF) provides:

If Plaintiffs' counsel believe that the proposed statewide contract for tablets does not comply with the ADA and remedial plan, then the parties and the Court Expert shall meet to discuss the issues. If the Court Expert determines the parties are not able to reach agreement on the proposal, the parties shall, within 30 days of the Court Expert's determination that an agreement cannot be reached, submit a joint statement to the Court discussing the disputes regarding the proposal.

Dkt. No. 3538 at 7.

On July 15, the RFP for the IC+ Solution was posted publicly. At this point in the tablet contracting process, where Defendants have only submitted an RFP, it is too soon to determine whether the proposed statewide contract for tablets complies with the ADA and remedial plan. The RFP itself contains a few provisions that could impact compliance with the ADA if not corrected, as explained below. But Defendants have an opportunity to fix those deficiencies before the contract goes out to bid.

Based on Plaintiffs' understanding of the contracting process, a dispute regarding whether the proposed statewide contract complies with the ADA and remedial plans could arise at two points in the future.

The first is after the close of the current, six-week Q&A period (or subsequent five-day Q&A periods), when the contract goes out to bid (identified below as Insertion Point 1). As we understand it, after the Q&A period concludes, CDCR may modify the RFP requirements, which may include modifying accessibility requirements.

The second is if Defendants do not receive any bids, or sufficient bids, that fully comply with all RFP bid requirements, including ADA and remedial plan accessibility requirements, and fall within the state's budget, at which point Defendants may select one or more vendors and negotiate a contract directly with them (identified below as Insertion Point 2).

Plaintiffs have included below the chart of "Key Action Dates" from the RFP and annotated it to indicate our understanding of each insertion date; however, it should be

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noted that it was not clear to us how these dates correspond to the events that Defendants explained to us during the May 10, 2024 meeting:

| Key Action Dates                                                                                                                                                                                                                                                                                             |                                                                                           |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------|
| Item                                                                                                                                                                                                                                                                                                         | Action                                                                                    | Date and Time <sup>1</sup>     |
| 1.                                                                                                                                                                                                                                                                                                           | Release Solicitation                                                                      | July 15, 2024                  |
| 2.                                                                                                                                                                                                                                                                                                           | Last Day to submit Exhibit 1: Intent to Bid and Exhibit 2: Confidentiality Statement      | July 29, 2024                  |
| 3.                                                                                                                                                                                                                                                                                                           | Last day to submit written questions using Attachment 1, Template for Question Submittal. | August 28, 2024                |
| 4.                                                                                                                                                                                                                                                                                                           | Last day to submit Electronic Vendor Application Qualification (eVAQ)                     | August 28, 2024                |
| 5.                                                                                                                                                                                                                                                                                                           | State releases Question and Answer Set<br>[INSERTION POINT 1]                             | September 25, 2024             |
| 6.                                                                                                                                                                                                                                                                                                           | Last day to submit Final Proposal <sup>2</sup>                                            | October 23, 2024 by 1:00 p.m.  |
| 7.                                                                                                                                                                                                                                                                                                           | Final Proposal Evaluation Period <sup>3</sup>                                             | October 24 – December 6, 2024  |
| 8.                                                                                                                                                                                                                                                                                                           | Negotiations [INSERTION POINT 2]                                                          | TBD                            |
| 9.                                                                                                                                                                                                                                                                                                           | Best and Final Proposal                                                                   | TBD                            |
| 10.                                                                                                                                                                                                                                                                                                          | Contract Award(s)                                                                         | On or before December 31, 2024 |
| <sup>1</sup> All dates are approximate and may be adjusted as conditions indicate.<br><sup>2</sup> All dates after submission of Final Proposal are approximate and may be adjusted as conditions indicate without addendum to this solicitation.<br><sup>3</sup> Based on the number of proposals received. |                                                                                           |                                |

RFP C5611826 IC+ “”at 15“”.

At **Insertion Point 1**, if the contract that goes out to bid does not contain the necessary ADA and remedial plan compliance features, the parties will have a dispute. From what we understand, if a dispute arises at this time there is only a 28-day period between when the contract is posted for bid and when bids are due. Plaintiffs’ counsel remain concerned that, should a dispute arise at this point in the process, there is not enough time to comply with the court-ordered dispute resolution process.

At **Insertion Point 2**, where Defendants negotiate directly with one or more bidders, our understanding is that one purpose of the negotiations is to amend the initial

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contract. However, Defendants have made clear that the negotiations are confidential and Plaintiffs will have only the access otherwise “available to the public.” *See* Defendants’ Contract Letter at 4. This means that Plaintiffs will not learn of any changes to the accessibility features in the contract until Defendants post the finalized contract (an event we believe is called the “Notification of Award,” although it is not listed in the “Key Action Dates” above). Defendants have not provided clear information about the “dispute process that is available after the Notification of Award,” *see* Defendants’ Contract Letter at 3, and whether that process will allow enough time to engage in the dispute resolution process before the contract becomes fully executed.

Plaintiffs’ counsel remain hopeful that the parties will not need to pursue a dispute resolution process. However, should a dispute arise, there is currently not enough time in the contracting process after discovery of the dispute for the parties to meet and confer with Defendants and the Court Expert, draft a joint statement, and obtain relief before the contract becomes final.

Defendants have taken the position that “[t]here is no requirement in the language [of the SATF Stipulation, Dkt. No. 3538] to resolve disputes before a contract is finalized.” *See* Defendants’ Contract Letter at 2. We disagree. This requirement is implicit in the text of the SATF Stipulation, which sets forth a specific process for meeting and conferring to attempt to resolve disputes and notifying the court if disputes are not resolved. *See* Dkt. No. 3538 at 7. This required process would be meaningless if, as Defendants claim, it was not meant to resolve disputes prior to the execution of the contract. Further, the fact that the stipulation refers to “proposed statewide contract” makes clear that the intent is for the parties to resolve disputes before the contract becomes final. *Id.*

We understand that “[a]mendments occur after contract execution.” *See* Ltr. from U. Stuter to J. Hutt, Plaintiffs’ Counsel’s Review of Proposed Statewide Contract for Tablets (April 22, 2024). However, certain disputes may prove impractical or impossible to resolve after final execution. For example, if Defendants move forward with issuing tablets that do not have cameras or are missing other necessary pieces of hardware, Defendants may not be able to cure the issue without replacing tablets at a large scale.

We have previously requested that Defendants agree to a process whereby the parties can resolve disputes, should they arise in the future. Thus far Defendants have declined. **We renew our request that Defendants agree to engage in the court-ordered dispute resolution process, including by providing enough time during the insertion points, described above, for the parties to meet to discuss changes to accessibility features from the published RFP, for the Court Expert to certify disagreement, for the parties to submit a statement to the Court and for the Court**

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**to take action.** Plaintiffs remain willing to discuss how to accomplish this on an expedited timeframe, should a dispute arise.

If Defendants will not agree to engage in the court-ordered dispute resolution process should disagreement arise during the insertion points, described above, Plaintiffs will request that the Court make clear that Defendants are required to comply with the existing Court-ordered dispute resolution process before executing the final tablet contract. *C.f. Ortega Melendres v. Penzone*, No. CV-07-2513-PHX-GMS, 2021 WL 4458241, at \*1 (D. Ariz. Sept. 29, 2021) (“[O]therwise valid state laws or court orders cannot stand in the way of a federal court’s remedial scheme if the action is essential to enforce the scheme.”) (quoting *Stone v. City & Cnty. of San Francisco*, 968 F.2d 850, 862 (9th Cir. 1992)).<sup>1</sup>

## **II. Concerns about Accessibility Features to Support Calls**

### **A. Lack Of In-Cell Access To Phone Calls For Deaf Signers**

Since the advent of the ViaPath tablets and of the SATF litigation, Plaintiffs’ counsel has expressed concern that, unlike class members who can use a standard telephone, deaf and hard of hearing class members cannot use the tablets to place calls from inside their cells. *See, e.g.*, Court Expert’s Report re Treatment of People with Disabilities at SATF, Dkt. No. 3446 at ECF p. 42. For this reason, we specifically requested that the tablets include “TTY or IP relay, captioned phones, videophone calling (including both point-to-point calls and calls placed through Video Relay Service (VRS)).” *See* Ltr. from J. Hutt to T. Davis, Pls’ Recommendations Re: Tablet Accessibility for CDCR Tablet Contract (January 5, 2024) at 2.

The RFP requires captioning, TTY, or IP relay to place calls by requiring the tablets to support these calling features. *See* Ex. 20, “ADA” tab, row 52, column D. **But the RFP does not resolve this concern for deaf signers who require videophone calling.**

Although the RFP requires the IC+ solution to support both VRS and direct videophone-to-videophone calls, *see* “ADA” tab, row 44, column D & “Communication” tab, row 26, column C, it also mandates that “[t]ablets will not be equipped with a camera.” *See* Ex. 21, “Tablet” tab, row 7, column C. **The camera prohibition in the RFP negates the provision for videophone access, as it is not possible to use VRS or**

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<sup>1</sup> Please provide the law or regulation that Defendants contend governs the contracting process and prevents Defendants from pausing the timelines for the purpose of resolving disputes that Plaintiffs’ counsel raises.

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**video calling services without access to a camera.** As written, the RFP will maintain the status quo for video calls for deaf signing class members where, unlike others with access to the phone in their cells, they must share a single videophone among multiple class members that is located outside of their cells and is only available during certain times. They also are dependent on housing unit officers to grant access.

If Defendants are not providing videophone access through new tablets, what is the plan to ensure equal access to tablet calls for deaf signers? To ensure equal access deaf signers must be able to place videophone calls (both VRS calls and calls directly to other videophone users) from inside their cells; however, we are open to Defendants accomplishing such access through some alternative means that is not through the new tablets. For example, at our February 16, 2024 meeting, Plaintiffs' counsel stated that we were open to having deaf signers place calls from a different device, such as the state-issued iPads. We do not know if Defendants intend to pursue that option.

**Please clarify how Defendants intend to ensure deaf signers can access videophone/VRS services from inside their cells.**

## **B. Blocking Calls from Relay Operators**

The RFP requires the IC+ Solution to “block all calls that include ... [n]umbers that provide live operator access excluding VRI.”<sup>2</sup> See “Communication” tab, row 17, column C. All of the accessible phone technology listed in the RFP requires relay access for complete use and most relay services require live operator access. **Please revise this provision to exclude “[n]umbers that provide live operator access, excluding any telecommunications relay service.”**

In addition, the RFP requires “Interface with California Relay Service (CRS) Call Centers,” but limits the interface to “us[ing] a FCC authorized VRS provider to carry VRS traffic.” See “Communication” tab, row 8, column C. **Please revise this provision to require the vendor to support access to all FCC authorized telecommunications relay services.**

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<sup>2</sup> The use of “VRI” in this provision appears to be a drafting error. Video remote interpreting (“VRI”) uses videoconferencing to provide live interpretation; it is not a telecommunications relay service. The video relay service (“VRS”) provides sign language interpretation for telecommunications so that people with hearing or speech disabilities who use sign language may communicate with voice telephone users.



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### III. Content Accessibility

Plaintiffs had previously requested that Defendants require tablet content to include a number of accessibility criteria, including features for class members with both hearing and vision disabilities. *See* Ltr. from J. Hutt to T. Davis, Pls' Recommendations Re: Tablet Accessibility for CDCR Tablet Contract (January 5, 2024) ("Plaintiffs' Tablet Letter") at 2, 3. We note that the definition of the "IC+ Solution" includes "software." *See* RFP C5611826 IC+ at 7. With that in mind, we have the following concerns:

#### A. Web Content Accessibility Guidelines

Exhibit 20, "Business Requirements" states that "The IC+ solution shall maintain compliance with Web Content Accessibility Guidelines (WCAG) Level AA standards"; however, it does not specify which version of WCAG. The differences between the various WCAG versions are significant: WCAG 2.1 is the first version intended to address the accessibility of mobile devices; older versions of WCAG addressed only the accessibility of websites accessed via desktop computers, and would not result in accessible tablets.

**Please amend the contract to specify which version of WCAG vendors must comply with.** Plaintiffs' counsel previously requested that Defendants require compliance with WCAG 2.2 Level AA standards. *See* 'Plaintiffs' Tablet Letter at 2.

#### B. Accessibility of Entertainment

The requirement for adherence to the WCAG (likely version 2.2) Level AA appears to extend to all content that the IC+ Solution makes available to incarcerated persons. However, the RFP for the IC+ Solution requires the contractor to "provide the ability for incarcerated people to access" e-books, games, music, videos and other content, without specifying that the content must comply with accessibility standards. *See* Ex. 20, "IP Entertainment" tab, rows 8-16, column C.

**Please clarify that Defendants will communicate an expectation that all tablet content, including entertainment content, will include all necessary accessibility features for class members with vision and hearing disabilities.** As a practical matter, this likely will mean ensuring that the contractor does not somehow restrict the available entertainment subscription services to services that do not comply with WCAG 2.2 Level AA.



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#### IV. Screen Size

Previously, Plaintiffs’ requested that Defendants “require that the screen size of the tablets is sufficient to make ASL interpretation and captioning legible/intelligible to users.” *See* Plaintiffs’ Tablet Letter at 3. The current RFP requires the tablet screen “to have at least a 7 inch in size across the diagonal.” *See* Ex. 21, “Tablet” tab, row 16, column C. We are concerned that a 7-inch screen size, which is approximately the size of an iPhone 15 Pro Max, is *far* too small to allow for legible ASL interpretation and captions. For example, the National Association of the Deaf recommends a screen size of 19.5 inches for any devices used for video remote interpretation. *See* NAD, Minimum Standards for Video Remote Interpreting Services in Medical Settings, available at <https://www.nad.org/about-us/position-statements/minimum-standards-for-video-remote-interpreting-services-in-medical-settings/> (July 1, 2016). We have also received complaints from class members that the screen size of the current tablets is too small to read captions on video—either the text is too small to read, or it is so large that it blocks the images in the video.

**Please describe Defendants’ method for determining that a 7-inch screen size is “sufficient to make ASL interpretation and captioning legible/intelligible to users,” including whether Defendants consulted with an Assistive Technology Professional before reaching that conclusion.**

#### V. Minor Errors

Plaintiffs noticed a handful of what appear to be drafting errors, but may confuse position contractors. We request that you correct the following:

- The RFP defines “VRS” as “Video Remote Service.” *See* Ex. 20, “ADA” tab, row 44, column D. VRS stands for “Video Relay Service.” *See* <https://www.fcc.gov/vrs>.
- The RFP’s description of “Screen Reader/Text-to-Speech” contains the following passage: “Speech-to-Text features must be capable of all formats present within the IC+ system...” *See* Ex. 20, “ADA” tab, row 32, column D. We believe this description should refer only to “text-to-speech.”
- The RFP repeatedly references “ASL-VCS,” *see, e.g.*, “Communication” tab, row 18, column C, but never defines the term. Please provide a definition for this abbreviation.

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We appreciate your attention to these important matters. **Please let us know if you are available to meet and confer on August 7, 2024 between at 9:30 a.m. and 12:30 p.m.**

Sincerely,

ROSEN BIEN  
GALVAN & GRUNFELD LLP

*/s/ Caroline E. Jackson*

By: Caroline E. Jackson

CEJ:CEJ

cc: Patricia Ferguson

Nicholas Meyer

Chor Thao

Ramon Ruiz

Ava Lau-Silviera

OLA *Armstrong*

Ed Swanson

Audrey Barron

August Gugelmann

Jane Moses

Joshua (Jay) Leon Guerrero

Antronne Scotland

Dharmendra Sharma

Sharon Garske

Trace Maiorino

Sean Lodholz

Olena Likhachova

Anne Kammer

Gurpreet Sandhu

Dawn Lorey

Lourdes White

Darnell Mebane

Jillian Hernandez

Cory Lo

Aaron Perez

CS Advocacy Mailbox

Joseph Edwards

CDCR CAMU Mailbox

Brianne Burkart

Dawn Stevens

Diana Toche

Joseph Bick

Robin Hart

CCHCS Accountability

Joseph (Jason) Williams

Jason Anderson

RBGG *Armstrong* Team

PLO *Armstrong* Team

# Exhibit 11

**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Ed Swanson <ed@smllp.law>  
**Sent:** Monday, August 5, 2024 9:21 AM  
**To:** Simran Surtani; Stuter, Ursula@CDCR; Davis, Tamiya@CDCR  
**Cc:** Ferguson, Patricia@CDCR; 'nicholas.meyer@cdcr.ca.gov'; Chor.Thao@cdcr.ca.gov; Ruiz, Ramon; Lau-Silveira, Ava; 'olaarmstrongcat@cdcr.ca.gov'; Audrey Barron; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Olena.Likhachova@doj.ca.gov; Anne Kammer; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Aaron.Perez@cdcr.ca.gov; CDCR CCHCS Advocacy Correction Services; Joseph.Edwards@cdcr.ca.gov; m\_CAMUAdvocacy@cdcr.ca.gov; Brianne.Burkart@cdcr.ca.gov; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctntlog@cdcr.ca.gov; Joseph.Williams@cdcr.ca.gov; Anderson, Jason@CDCR; Armstrong Team - RBG only; 'Armstrong Team'  
**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

For your information, I'm not available this Wednesday morning. I could meet on Wednesday from 3:30 pm on or on Thursday before 11 am.

---

**From:** Simran Surtani <SSurtani@rbgg.com>  
**Sent:** Friday, August 2, 2024 12:39 PM  
**To:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>  
**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; 'nicholas.meyer@cdcr.ca.gov' <nicholas.meyer@cdcr.ca.gov>; Chor.Thao@cdcr.ca.gov; Ruiz, Ramon <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; 'olaarmstrongcat@cdcr.ca.gov' <OLAArmstrongCAT@cdcr.ca.gov>; Ed Swanson <ed@smllp.law>; Audrey Barron <audrey@smllp.law>; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; aaron.perez@cdcr.ca.gov; CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>; Joseph.Edwards@cdcr.ca.gov; m\_CAMUAdvocacy@cdcr.ca.gov; Brianne.Burkart@cdcr.ca.gov; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; joseph.williams@cdcr.ca.gov; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>  
**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,  
Simran Surtani  
Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 12

**tania@prisonlaw.com**

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**From:** arm-plo@prisonlaw.com on behalf of Stuter, Ursula@CDCR  
<Ursula.Stuter@cdcr.ca.gov>  
**Sent:** Tuesday, August 6, 2024 1:41 PM  
**To:** Simran Surtani; Davis, Tamiya@CDCR  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Olena.Likhachova@doj.ca.gov; Anne Kammer; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; Joseph.Edwards@cdcr.ca.gov; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Armstrong Team - RBG only; 'Armstrong Team'  
**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Simran and Caroline,

Defendants are reviewing your letter and will be preparing a written response to your questions and concerns. We are not available to meet on this subject this week.

Sincerely,

~~~~~  
Ursula Stuter
 Attorney, CDCR

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From: Simran Surtani <SSurtani@rbgg.com>
Sent: Friday, August 2, 2024 12:39 PM
To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>
Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smlp.law>; audrey@smlp.law; August Gugelmann <august@smlp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR

<cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; Joseph.Edwards@cdcr.ca.gov; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>
Subject: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,
Simran Surtani
Paralegal

ROSEN BIEN GALVAN & GRUNFELD LLP

101 Mission Street, 6th Floor
San Francisco, CA 94105
(415) 433-6830 (telephone)
(415) 433-7104 (fax)
ssurtani@rbgg.com

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Exhibit 13

Memorandum

Date : May 4, 2023

To : All Staff
California Substance Abuse Treatment Facility and State Prison at Corcoran

Subject: **EXPANDED ACCESS TO THE VIDEO RELAY SERVICE TELEPHONE AS A MEANS OF REASONABLE ACCOMMODATION FOR DEAF INMATES**

The purpose of this memorandum supersedes the previously released local memorandum of the same title, dated January 23, 2023. This revision is necessary to provide clarification to all staff and the inmate population regarding both the intent, and reasonable capabilities of staff to provide expanded access to the VRS. This memorandum will provide a more reasonable expectation for staff and inmates to follow, while still providing expanded access.

With the implementation of the Global Tel Link (GTL) inmate tablets, inmates have gained access to new services and activities, including use of the tablets to make phone calls (non-video) within the confines of their cells. The tablets allow phone calls to be made even when traditional access to a dayroom telephone would not be possible, such as when staff shortages or security concerns result in a modification to programs. Locally, and in collaboration with the Division of Adult Institutions, SATF determined the phone call functions of the tablets will be available for inmate use during these designated times, on each facility:

A/B Facilities:	0700-1630 and 1900-2330
C Facility:	0930-1320, 1445-1700 and 1745-2000
D Facility:	0900-1130, 1230-1400, 1445-1545 and 1750-1950
E Facility:	0900-1600 and 1900-2100
F/G Facility:	0730-1630 and 1900-2115
Central Services:	0830-1700 and 1730-2130

This new process has enabled inmates without hearing disabilities unlimited access to a telephone while deaf inmates do not. This is an inequity of access to programs and activities, which the Americans with Disabilities Act (ADA) aims to prevent.

Effective immediately, if during the designated times listed above, a deaf inmate may requests/sign-up to access the Video Relay Service (VRS) phone in the dayroom; housing unit staff shall allow access as a means of reasonable accommodation when security concerns would not otherwise prohibit access. This local policy does not require staff to allow this expanded access to more than one call per watch on second and third, outside of the inmate's dayroom time when access would not need to be restricted; each day when security concerns would not otherwise prohibit. VRS access is prohibited during First Watch.

Any questions about this directive can be referred to AW N. Scaife, ADA Coordinator at extension 7516.



N. SCAIFE
ADA Coordinator
CSATF/SP

Exhibit 14

OFFICE OF LEGAL AFFAIRS

Jennifer Neill
General Counsel
1515 S Street, Sacramento CA 95811



August 16, 2024

VIA EMAIL ONLY

Caroline E. Jackson
RBGG
cjackson@rbgg.com

RE: *ARMSTRONG V. NEWSOM: PLAINTIFFS' COMMENTS RE TABLET PROPOSAL (SATF STIPULATION ITEM 12)*

Dear Ms. Jackson,

I write in response to your letter dated August 2, 2024, with the title listed above. First, we responded to your request to meet and confer with a statement that we would respond to your concerns in writing. We agree that there is no ripe dispute regarding the Request for Proposal (solicitation) for C5611826 published on July 15, 2024.

In the spirit of a continued willingness to resolve concerns at the lowest level, we respond to your detailed letter as follows.

I. Compliance With Court-Ordered Dispute Resolution Process

Your request: We renew our request that Defendants agree to engage in the court-ordered dispute resolution process, including by providing enough time during the insertion points, described above, for the parties to meet to discuss changes to accessibility features from the published RFP, for the Court Expert to certify disagreement, for the parties to submit a statement to the Court and for the Court to take action. Plaintiffs remain willing to discuss how to accomplish this on an expedited timeframe, should a dispute arise.

RESPONSE:

Defendants intend to comply with the court-ordered dispute resolution process. We have significant concerns regarding Plaintiff's proposed process for handling disputes, however, and we are worried that this approach may unnecessarily prolong the process and hinder the timely provision of essential technology for the incarcerated population's rehabilitation. We want to emphasize that we have made significant good faith efforts to resolve any issues with the solicitation documents. We have engaged in multiple discussions with Plaintiffs' Counsel and the Court Expert and have accepted all proposals made regarding accessibility features on future devices.

CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDERS

In providing this response, neither CCHCS nor CDCR accepts plaintiffs' representation of the facts set forth in the advocacy letter and only provides an answer to the questions asked.

Ms. Caroline Jackson

Re: PLAINTIFFS' COMMENTS RE TABLET PROPOSAL (SATF STIPULATION ITEM 12)

Page 2

An unnecessary delay in the award of the contract could result in increased implementation and transition costs to the State, inability to hire key staff retained for the project by bidders, and significant litigation from bidders prevented from contracting with the State.

Defendants remain open to practical and reasonable solutions to resolve any legitimate concerns regarding accessibility as required by the ADA and the Remedial Plans.

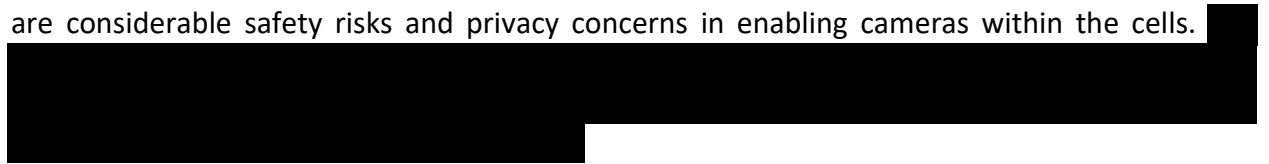
II. Concerns about Accessibility Features to Support Calls

A. Lack Of In-Cell Access To Phone Calls For Deaf Signers

Your request: If Defendants are not providing videophone access through new tablets, what is the plan to ensure equal access to tablet calls for deaf signers? To ensure equal access deaf signers must be able to place videophone calls (both VRS calls and calls directly to other videophone users) from inside their cells; however, we are open to Defendants accomplishing such access through some alternative means that is not through the new tablets. For example, at our February 16, 2024 meeting, Plaintiffs' counsel stated that we were open to having deaf signers place calls from a different device, such as the state-issued iPads. We do not know if Defendants intend to pursue that option. Please clarify how Defendants intend to ensure deaf signers can access videophone/VRS services from inside their cells.

RESPONSE:

The Department has not stated an intent to allow videophone/VRS services from inside the cells. Your request assumes this intent but is flawed in its framing. As CDCR is responsible for all incarcerated people, including those people sharing a cell with a person with a disability, there are considerable safety risks and privacy concerns in enabling cameras within the cells.



We appreciate Plaintiffs' willingness to discuss solutions to achieve a fair system for all those incarcerated. Additionally, we will continue to use the 1824 process where an individual with a disability may require a specific accommodation in phone usage.

B. Blocking Calls from Relay Operators

Your request:

The RFP requires the IC+ Solution to "block all calls that include ... [n]umbers that provide live operator access excluding VRI."² See "Communication" tab, row 17, column C. All of the accessible phone technology listed in the RFP requires relay access for complete use and most relay services require live operator access. Please revise this provision to exclude "[n]umbers that provide live operator access, excluding any telecommunications relay service."

In addition, the RFP requires "Interface with California Relay Service (CRS) Call Centers," but limits the interface to "us[ing] a FCC authorized VRS provider to carry VRS traffic." See

Ms. Caroline Jackson

Re: PLAINTIFFS' COMMENTS RE TABLET PROPOSAL (SATF STIPULATION ITEM 12)

Page 3

“Communication” tab, row 8, column C. Please revise this provision to require the vendor to support access to all FCC authorized telecommunications relay services.

RESPONSE:

Defendants will consider your requests to change the language in the solicitation and will share your requests with the California Department of Technology (CDT).

As a follow up, please confirm that Plaintiffs’ request for the addition of features or specifications is not designed to favor one potential vendor over another, which would be in violation of State Contracting rules.

III. Content Accessibility

A. Web Content Accessibility Guidelines

Your request: Exhibit 20, “Business Requirements” states that “The IC+ solution shall maintain compliance with Web Content Accessibility Guidelines (WCAG) Level AA standards”; however, it does not specify which version of WCAG. The differences between the various WCAG versions are significant: WCAG 2.1 is the first version intended to address the accessibility of mobile devices; older versions of WCAG addressed only the accessibility of websites accessed via desktop computers, and would not result in accessible tablets.

Please amend the contract to specify which version of WCAG vendors must comply with. Plaintiffs’ counsel previously requested that Defendants require compliance with WCAG 2.2 Level AA standards. See ‘Plaintiffs’ Tablet Letter at 2.

RESPONSE:

Defendants would like to remind Plaintiffs that the results of this solicitation, i.e. an executed contract, may be in place for a decade. With that in mind, the specificity that Plaintiffs have demanded is not practical in consideration of the technological advances that have typically occurred in a matter of months, much less in a decade. We respectfully request that Plaintiffs acknowledge that there will likely be technological advances and note that our drafting of language in general terms is intended to capture future standards as well as those that are current.

Additionally, Defendants did conduct market analysis prior to drafting the solicitation using the Request for Information process. No significant technological innovations were discovered that would render the requirements obsolete.

B. Accessibility of Entertainment

Your request: The requirement for adherence to the WCAG (likely version 2.2) Level AA appears to extend to all content that the IC+ Solution makes available to incarcerated persons. However, the RFP for the IC+ Solution requires the contractor to “provide the ability for incarcerated people to access” e-books, games, music, videos and other content, without

Ms. Caroline Jackson

Re: PLAINTIFFS' COMMENTS RE TABLET PROPOSAL (SATF STIPULATION ITEM 12)

Page 4

specifying that the content must comply with accessibility standards. See Ex. 20, "IP Entertainment" tab, rows 8-16, column C.

Please clarify that Defendants will communicate an expectation that all tablet content, including entertainment content, will include all necessary accessibility features for class members with vision and hearing disabilities. As a practical matter, this likely will mean ensuring that the contractor does not somehow restrict the available entertainment subscription services to services that do not comply with WCAG 2.2 Level AA.

RESPONSE:

Defendants believe that the language in the solicitation that states "provide the ability for incarcerated people to access" includes making entertainment available to incarcerated people with disabilities. As we've shared, part of the interactive process with potential vendors includes review of the vendors' proposed technical solutions.

Defendants note Plaintiffs' concern but are of the position that this very specific technology request by Plaintiffs is premature.

C. Screen Size

Your request: Previously, Plaintiff[s] requested that Defendants "require that the screen size of the tablets is sufficient to make ASL interpretation and captioning legible/intelligible to users." See Plaintiffs' Tablet Letter at 3. The current RFP requires the tablet screen "to have at least a 7 inch in size across the diagonal." See Ex. 21, "Tablet" tab, row 16, column C. We are concerned that a 7-inch screen size, which is approximately the size of an iPhone 15 Pro Max, is far too small to allow for legible ASL interpretation and captions. For example, the National Association of the Deaf recommends a screen size of 19.5 inches for any devices used for video remote interpretation. See NAD, Minimum Standards for Video Remote Interpreting Services in Medical Settings, available at <https://www.nad.org/about-us/position-statements/minimum-standards-for-video-remote-interpreting-services-in-medical-settings/> (July 1, 2016). We have also received complaints from class members that the screen size of the current tablets is too small to read captions on video—either the text is too small to read, or it is so large that it blocks the images in the video.

Please describe Defendants' method for determining that a 7-inch screen size is "sufficient to make ASL interpretation and captioning legible/intelligible to users," including whether Defendants consulted with an Assistive Technology Professional before reaching that conclusion.

RESPONSE:

Plaintiffs' statement above that suggests that there was an assertion made by Defendants that a specific screen size was sufficient for all ASL users is inaccurate. We have not made such an assertion in the solicitation.

Ms. Caroline Jackson

Re: PLAINTIFFS' COMMENTS RE TABLET PROPOSAL (SATF STIPULATION ITEM 12)

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Plaintiffs' request to describe our technology solution as concluded (when one has not been reached) is premature. It is especially premature considering there have thus far been no proposals placed under consideration by the State. Additionally, the State reserves its right to accommodate ASL users on a case-by-case basis, as specific needs and preferences are brought to our attention.

D. Minor Errors

Your request: Plaintiffs noticed a handful of what appear to be drafting errors but may confuse position contractors. We request that you correct the following:

- The RFP defines "VRS" as "Video Remote Service." See Ex. 20, "ADA" tab, row 44, column D. VRS stands for "Video Relay Service." See <https://www.fcc.gov/vrs>.
- The RFP's description of "Screen Reader/Text-to-Speech" contains the following passage: "Speech-to-Text features must be capable of all formats present within the IC+ system..." See Ex. 20, "ADA" tab, row 32, column D. We believe this description should refer only to "text-to-speech."
- The RFP repeatedly references "ASL-VCS," see, e.g., "Communication" tab, row 18, column C, but never defines the term. Please provide a definition for this abbreviation.

RESPONSE:

Defendants will share your request for corrections in the solicitation documents with the CDT. CDT has requested that Plaintiffs provide a red-line version of the RFP documents that Plaintiffs believe require correction. They will consider the requests. CDT has advised that the Question-and-Answer (Q and A) period concludes on August 28, and requests Plaintiffs submit a copy of those edits prior to that date.

Defendants encourage Plaintiffs to use the formal Q and A process via the e-procure portal but will also redirect any redlines directly to CDT as appropriate.

Please let me know if you have any questions.

Sincerely,

/s/

Ursula Stuter

Attorney, CDCR

Cc:

Armstrong Co-Counsel (CDCR Office of Legal Affairs)

Armstrong Defense Counsel (OAG)

Ed Swanson, Court Expert

Plaintiffs' Counsel Distribution List

CDCR and CCHCS Distribution List

Exhibit 15



101 Mission Street, Sixth Floor
San Francisco, California 94105-1738
T: (415) 433-6830 ▪ F: (415) 433-7104
www.rbgg.com

Caroline E. Jackson
Email: cjackson@rbgg.com

August 28, 2024

VIA ELECTRONIC MAIL ONLY

Tamiya Davis
Ursula Stuter
CDCR Office of Legal Affairs
Tamiya.davis@cdcr.ca.gov
Ursula.stuter@cdcr.ca.gov

Re: *Armstrong v. Newsom*: Follow-up Regarding SATF Stip Item 12
Our File No. 0581-03

Dear Tamiya and Ursula:

We write in response to Defendants' letter dated August 16, 2024, *see* Ltr. from U. Stuter to C. Jackson, Plaintiffs' Comments Re Tablet Proposal (SATF Stipulation Item 12) (August 16 Letter), to address specific requests that Defendants made.

As a general matter, Plaintiffs can confirm that none of the requests placed in our letter dated August 2, 2024, *see* Ltr. from C. Jackson to U. Stuter and T. Davis, Plaintiffs' Comments Re Tablet Proposal (SATF Stipulation Item 12) (August 2 Letter), were designed to favor one vendor over another.

In the August 16 Letter, Defendants requested a redline of Plaintiffs' edits on the RFP itself. *See* August 16 Letter at 5. It is not possible to redline the original documents, as Exhibit 20, the RFP, is an Excel spreadsheet, which cannot be redlined. In an effort to comply with Defendants' request, we have copied and pasted the relevant portions of the exhibits into a Word document as a table and provided redlines. *See* Redline of IC+ RFP.

For each of these, we have followed the procedure set forth in the RFP's Bidder Instructions to submit questions to the Procurement Officer. We are enclosing the questions and redline as submitted to the Procurement Officer, as well as the email submitting the documents.

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 2

1. Compliance with Court-Ordered Dispute Resolution Process

Plaintiffs have responded to Defendants via the joint statement, which we provided to Defendants on August 26, 2024.

2. Lack of In-Cell Access to Phone Calls for Deaf Signers

Plaintiffs have responded to Defendants via the joint statement, which we provided to Defendants on August 26, 2024, as well as by letter, *see* Ltr. from C. Jackson to T. Davis, et al., VRS Calling on Tablets (August 22, 2024). We have included a short summary of these comments in the Questions and Redline submitted to the Procurement Officer.

3. Blocking Calls to Relay Services

The parties appear to agree that class members should be able to use the new tablets to place calls using accessible phones, including calls placed via relay services. The IC+ Solution RFP requires bidders to “provide capabilities and features that allow for reasonable accommodation for deaf and hard of hearing incarcerated people to place outbound phone/audio calls comparable to hearing individuals,” including access to the Video Relay Service, TTY relay, IP relay, captioned telephone services, and speech-to-speech relay services, *see* Ex. 20, “ADA” tab, Column D, rows 44, 45 & 52, confirming an expectation that class members will be able to use these services. In our August 2 Letter, Plaintiffs raised concerns that the current draft of the IC+ Solution RFP contains a handful of oversights that may have the effect of preventing access to these relay services. We discuss further below.

The RFP requires the tablet IC+ Solution to block all calls that include live operator access except VRI. *See* Ex. 20, “Communication” tab, row 17, column C. There appears to be a drafting error as well as a technical oversight in this provision.

First, the use of “VRI” appears to be an error. “VRI” stands for “Video Remote Interpreting,” which is a fee-based service for accessing sign language interpreters when an on-site interpreter is not available. There is no reason for the IC+ Solution to address VRI access. However, deaf signers will need access to VRS, which standards for Video Relay Service, the federally funded service for interpreting telephone calls.

Second, VRS is not the only telecommunications relay service that requires live operator access. In fact, all of them do. Currently, the tablet contract requires the IC+ Solution to provide access to speech-to-speech relay, IP relay, TTY, and captioned calling. All of these services, with the exception of some (but not all) captioned

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 3

telephone services, require connection to a live operator. **If Defendants prohibit access to live operators except for VRS, Defendants will end up prohibiting access to all of these relay services.**

The request to revise this provision and to ensure access to a live operator for relay services was included in our August 2 Letter where we stated:

The RFP requires the IC+ Solution to “block all calls that include ... [n]umbers that provide live operator access excluding VRI.” *See* “Communication” tab, row 17, column C. All of the accessible phone technology listed in the RFP requires relay access for complete use and most relay services require live operator access. Please revise this provision to exclude “[n]umbers that provide live operator access, excluding any telecommunications relay service.”

August 2 Letter at 6.

In the August 16 Letter, Defendants agreed to “consider” our request. **Plaintiffs need a definitive position from Defendants regarding whether this was in fact an oversight or whether they intend to continue to block access to a live operator for the other relay services, not VRS, in order to determine whether we have a dispute regarding this provision.**

Related to the exclusion of access to speech-to-speech relay, IP relay, TTY relay, and captioned calling from the live operator provision described above, the RFP also omits reference to these accessible technology features in one other area. Specifically, the RFP requires the IC+ Solution to be able to interface with California Relay Service (CRS) Call Centers but, again, this interface requirement is limited to only VRS providers that carry VRS traffic. *See* “Communication” tab, row 8, column C.¹ As with limiting live operators above, Plaintiffs’ counsel assume that the omission of the other technologies from this provision was an oversight since, in order to provide the accessible features that the parties have both agreed should be provided through this solution, the solution must be able to interface with speech-to-speech relay, IP relay, TTY relay, and captioned telephone services.

¹ It is also worth noting that the California Relay Service does not provide VRS. *See* <https://caconnect.org/relay/> (“Although not provided through our Relay Service, Internet Protocol Relay (IP Relay), Video Relay Services (VRS), and Web CapTel are also available as federally reimbursed services.”).

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 4

This point was addressed in the August 2 Letter, where we wrote:

In addition, the RFP requires “Interface with California Relay Service (CRS) Call Centers,” but limits the interface to “us[ing] a FCC authorized VRS provider to carry VRS traffic.” *See* “Communication” tab, row 8, column C. Please revise this provision to require the vendor to support access to all FCC authorized telecommunications relay services.

August 2 Letter at 6.

Plaintiffs need a definitive position from Defendants regarding whether this was an oversight or whether they do not intend to require that the IC+ Solution interface with speech-to-speech relay, IP relay, TTY, and captioned telephone services in order to determine whether we have a dispute regarding this provision.

We have provided the comments above in the in the Questions and Redline submitted to the Procurement Officer.

4. **Web Content Accessibility Guidelines**

In our August 2 Letter, Plaintiffs requested that Defendants require compliance with WCAG 2.2 Level AA standards, as opposed to just “WCAG Level AA standards.” In response, Defendants “request[ed] that Plaintiffs acknowledge that there will likely be technological advances and note that our drafting of language in general terms is intended to capture future standards as well as those that are current.”

While we acknowledge Defendants’ intent, we are still concerned that the language Defendants’ chose does not meet that intent. Our concern is that the language is sufficiently ambiguous to sanction compliance with only WCAG 2.0 Level AA standards, which may not be “obsolete,” but which omit dozens of criteria added in later versions that are necessary for the accessibility of mobile devices. Each version of WCAG incorporates all of the requirements of the previous versions, so version never become “obsolete.” However, earlier versions omit new criteria which the WCAG developers have identified as necessary for accessibility.

To allow for Defendants’ stated intent to “capture future standards as well as those that are current,” as opposed to allow wiggle room for vendors to fail to comply with current (WCAG 2.2) standards, we suggest that the contract require compliance with “WCAG 2.2, or a subsequent version, Level AA standards.” Such language would be consistent with the language of California Government Code § 11546.7, which was passed prior to the publication of WCAG 2.1, and which requires the websites of all state

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 5

ensures to certify compliance with “the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.” (Emphasis added). It is worth re-emphasizing: at the time California Government Code § 11546.7 was enacted, WCAG 2.0 was the most current version; many state agencies interpret this provision as requiring them to comply with subsequent versions as they are published, including with WCAG 2.2.

We have provided the comments above in the in the Questions and Redline submitted to the Procurement Officer.

5. Accessibility of Entertainment

In our August 2 Letter, Plaintiffs requested that Defendants “clarify that Defendants will communicate an expectation that all tablet content, including entertainment content, will include all necessary accessibility features for class members with vision and hearing disabilities. As a practical matter, this likely will mean ensuring that the contractor does not somehow restrict the available entertainment subscription services to services that do not comply with WCAG 2.2 Level AA.”

Defendants stated that this “very specific technology request” is “premature.” *See* August 16 Letter at 4.

Plaintiffs’ request is neither overly specific nor premature. Defendants appear to agree that the entertainment services available through the IC+ Solution must be accessible to people with disabilities. And elsewhere in the IC+ Solution, Defendants have agreed to require compliances with WCAG Level AA standards, which are technology standards specific to ensuring that software is accessible to people with disabilities.

Bidders will rely on the IC+ Solution RFP to determine what accessibility standards they must meet for “all equipment, infrastructure, hardware, and software” they “will procure and provide” as part of the contract. *See* IC+ Solution RFP, p. 7. The IC+ Solution does not necessarily require bidders to provide eBooks, games and other content, but it requires bidders to provide access to such content, presumably through a platform. Bidders will rely on the IC+ Solution RFP to make decisions regarding what technological specifications are required in order to ensure that any content is available through their platform. Plaintiffs are seeking to make sure that bidders ensure their platform supports entertainment options that are accessible to people with disabilities. This necessarily requires bidders to ensure their platform supports content designed to

Tamiya Davis
 Ursula Stuter
 August 28, 2024
 Page 6

comply with established guidelines for ensuring software disability accessibility, namely WCAG 2.2 Level AA.

The current requirement—that bidders “provide the ability for incarcerated people to access” entertainment—is not specific enough because it does not clearly indicate the need to comply with WCAG 2.2 Level AA. Specificity at this stage is essential to prevent bidders from having to redo work later on, driving up the cost of the contract.

In the Questions and Redline, Plaintiffs have requested that the RFP include language in the entertainment section requiring compliance with WCAG 2.2, or subsequent version, Level AA for these services.

6. Screen Size

In our August 2 Letter, Plaintiffs expressed concern regarding the screen size for the tablets, given that Defendants require a minimum screen size of 7 inches measured diagonally. We requested that Defendants “describe Defendants’ method for determining that a 7-inch screen size is ‘sufficient to make ASL interpretation and captioning legible/intelligible to users,’ including whether Defendants consulted with an Assistive Technology Professional before reaching that conclusion.”

Defendants characterized Defendants’ concerns as “suggesting that there was an assertion made by Defendants that a specific screen size was sufficient for all ASL users” and “request[ing] to describe our technology solution as concluded” and dismissed them as “premature.” Plaintiffs do not entirely understand Defendants’ response.

We have explicitly stated that we are concerned that the minimum screen size of seven inches is too small for many accessibility features. Defendants appear to assume that bidders—who are obligated to provide the lowest possible bid—will offer tablets that are substantially larger than seven inches, which would be the only reason why it is “premature” to discuss screen size at this stage.

We disagree. The pricing of modern tablet computers suggests that screen size makes a significant difference in the price of tablet computer. *See, e.g.*, <https://www.apple.com/shop/buy-ipad/ipad-air> (13-inch iPad Air costs \$200 more than an 11-inch iPad Air); <https://www.samsung.com/us/tablets/galaxy-tab-s9/buy/galaxy-tab-s9-256gb-graphite-wi-fi-sm-x710nzaexar/> (Galaxy Tab S9 Ultra, which has a 14.6” display, costs \$289 more than the Galaxy Tab S9, which has an 11” display). We are concerned that bidders are aware that the state is obligated to go with the lowest-priced bidder, and for this reason, will submit proposals for tablets that are as close as possible to the minimum size in an effort to keep their bids as low as possible. It is not premature to

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 7

ensure that the minimum size that Defendants require will actually be large enough for accessibility features to be effective.

In the redline, we have requested that Defendants increase the minimum screen size for the following reasons:

This tablet size is too small for individuals relying on captioning to be able to both watch entertainment and read the captions. It is also too small for individuals relying on picture-in-picture ASL interpretation to understand the ASL interpreter, and may be too small for some to understand regular ASL videos. Further, the small size may make the tablets difficult to use for people with vision disabilities who must enlarge text and images.

We request that Defendants consult with accessibility experts to determine the appropriate screen size. We have provided the comments above in the in the Questions and Redline submitted to the Procurement Officer.

7. **Minor Errors**

Our August 2 Letter also noted a handful of what appeared to be drafting errors:

- The RFP defines “VRS” as “Video Remote Service.” *See* Ex. 20, “ADA” tab, row 44, column D. VRS stands for “Video Relay Service.” *See* <https://www.fcc.gov/vrs>.
- The RFP’s description of “Screen Reader/Text-to-Speech” contains the following passage: “Speech-to-Text features must be capable of all formats present within the IC+ system...” *See* Ex. 20, “ADA” tab, row 32, column D. We believe this description should refer only to “text-to-speech.”
- The RFP repeatedly references “ASL-VCS,” *see, e.g.*, “Communication” tab, row 18, column C, but never defines the term. Please provide a definition for this abbreviation.

August 2 Letter at 8.

Defendants requested a redline of these changes. *See* August 16 Letter at 5. It is not possible to redline the original documents, as Exhibit 20 is an Excel spreadsheet, which cannot be redlined. In an effort to comply with Defendants’ request, we have

Tamiya Davis
Ursula Stuter
August 28, 2024
Page 8

copied and pasted the relevant portions of the exhibits into a Word document as a table and provided redlines. *See* Redline of Exhibit 20 to IC+ RFP.

We have provided the comments above in the in the Questions and Redline submitted to the Procurement Officer.

We appreciate your attention to this important matter.

Sincerely,

ROSEN BIEN
GALVAN & GRUNFELD LLP

/s/ Caroline E. Jackson

By: Caroline E. Jackson

CEJ:CEJ

Encls: Questions re IC+ Solution RFP, Redline of IC+ RFP, email transmitting Questions and Redline to Procurement Officer

cc: Ed Swanson	Sandra Alvarez	Joseph Edwards
Audrey Barron	Diana Toche	Lois Welch
August Gugelmann	Joseph Bick	Steven Faris
Patricia Ferguson	John Dovey	Dawn Lorey
Nicholas Meyer	Robin Hart	Lourdes White
Chor Thao	CCHCS Accountability	Darnell Mebane
Ramon Ruiz	Joseph (Jason) Williams	Jillian Hernandez
Ava Lau-Silviera	Jason Anderson	Cory Lo
OLA <i>Armstrong</i>	Jane Moses	CDCR CAMU Mailbox
Sharon Garske	Dawn Stevens	Alicia Legarda
Trace Maiorino	Joshua (Jay) Leon Guerrero	RBGG <i>Armstrong</i> Team
Sean Lodholz	Aaron Perez	PLO <i>Armstrong</i> Team
Olena Likhachova	CCHCS Advocacy Mailbox	
Anne Kammer	Dharmendra Shama	
Gurpreet Sandhu	Antronne Scotland	
Brianne Burkart		

Exhibit 16

tania@prisonlaw.com

From: arm-plo@prisonlaw.com on behalf of Penny Godbold <PGodbold@rbgg.com>
Sent: Thursday, September 5, 2024 6:28 PM
To: Caroline Jackson; Stuter, Ursula@CDCR
Cc: Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Olena.Likhachova@doj.ca.gov; Anne Kammer; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani
Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
 -Penny

From: Caroline Jackson <CJackson@rbgg.com>
Sent: Wednesday, August 28, 2024 6:50 PM
To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smlp.law>; audrey@smlp.law; August Gugelmann <august@smlp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>;

Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson
Senior Counsel
She/her



101 Mission Street, Sixth Floor
San Francisco, CA 94105
(415) 433-6830 (telephone)
(415) 906-6355 (VP)
(415) 433-7104 (fax)
cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~  
*Ursula Stuter*

Attorney, CDCR

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---

**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>;

Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava

<[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson'

<[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR

<[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR

<[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma,

Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino

<[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; [Olena.Likhachova@doj.ca.gov](mailto:Olena.Likhachova@doj.ca.gov); Anne Kammer

<[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR

<[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR

<[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR

<[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services

<[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; [Joseph.Edwards@cdcr.ca.gov](mailto:Joseph.Edwards@cdcr.ca.gov); CDCR CAMU Advocacy Mailbox

<[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR

<[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR

<[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctlog@cdcr.ca.gov](mailto:cchcsacctlog@cdcr.ca.gov); Williams,

Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong

Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>

**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

**CAUTION:** This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,

Simran Surtani

Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 17

**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Stuter, Ursula@CDCR  
<Ursula.Stuter@cdcr.ca.gov>  
**Sent:** Friday, September 6, 2024 8:41 AM  
**To:** Penny Godbold; Caroline Jackson  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smllp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Olena.Likhachova@doj.ca.gov; Anne Kammer; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR  
**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Good morning, Penny, Caroline, and all,

We do recall the request to meet, and after internal review, Defendants do not believe that scheduling a meeting on this topic at this time would be productive. Most of the issues included in Plaintiffs' letters are covered in Defendants' joint status update statement re: SATF 12. Defendants will return that statement to Plaintiffs on Monday. Issues not covered in Defendants' SATF 12 statement will be addressed, separately, in writing.

If, following review of Defendants' SATF 12 statement and written response, Plaintiffs' counsel or the Court Expert would still like to meet to discuss any remaining issues, the parties can schedule a meeting.

Sincerely,

~~~~~  
Ursula Stuter

Attorney, CDCR

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From: Penny Godbold <PGodbold@rbgg.com>
Sent: Thursday, September 5, 2024 6:28 PM
To: Caroline Jackson <CJackson@rbgg.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR

<Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
-Penny

From: Caroline Jackson <CJackson@rbgg.com>

Sent: Wednesday, August 28, 2024 6:50 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis,

Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson

Senior Counsel

She/her



101 Mission Street, Sixth Floor

San Francisco, CA 94105

(415) 433-6830 (telephone)

(415) 906-6355 (VP)

(415) 433-7104 (fax)

cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>;

Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava

<Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson'

<ed@smlp.law>; audrey@smlp.law; August Gugelmann <august@smlp.law>; Moses, Jane@CDCR

<Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR

<Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma,

Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino

<Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer

<Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR

<Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR

<Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR

<cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services

<m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart,

Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche,

Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR

<Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>;

Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>;

Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis,

Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~  
*Ursula Stuter*

Attorney, CDCR

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**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>;

Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>;

[audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>;

Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>;

Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>;

Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>;

Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena.Likhachova@doj.ca.gov; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>;

Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>;

White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>;

Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>;

Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>;

Joseph.Edwards@cdcr.ca.gov; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>;

Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>;

Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>;

Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctlog@cdcr.ca.gov](mailto:cchcsacctlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>;

Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>

**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

**CAUTION:** This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,

Simran Surtani

Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 18

**tania@prisonlaw.com**

---

**Subject:** FW: SATF Stipulation 12 - discussion at Ed's request  
**Location:** Microsoft Teams Meeting

**Start:** Fri 9/13/2024 8:30 AM  
**End:** Fri 9/13/2024 9:30 AM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Stuter, Ursula@CDCR

-----Original Appointment-----

**From:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

**Sent:** Wednesday, September 11, 2024 2:05 PM

**To:** Stuter, Ursula@CDCR; Ed Swanson; Penny Godbold; rlomio; Lorey, Dawn@CDCR; Dumalig, Sylvia@CDCR; Anne Kammer; Likhachova, Olena

**Cc:** Davis, Tamiya@CDCR; Ferguson, Patricia@CDCR; Sharon Garske; Trace Maiorino

**Subject:** SATF Stipulation 12 - discussion at Ed's request

**When:** Friday, September 13, 2024 8:30 AM-9:30 AM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Microsoft Teams Meeting

[EXTERNAL MESSAGE NOTICE]

Please include those essential to the discussion if I have inadvertently left someone off the invitation.

---

## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 219 298 974 658

Passcode: whhzSn

---

### Dial in by phone

[+1 916-701-9994,,594105482#](#) United States, Sacramento

[Find a local number](#)

Phone conference ID: 594 105 482#

### Join on a video conferencing device

Tenant key: [teams@cdcr.onpexip.com](mailto:teams@cdcr.onpexip.com)

Video ID: 119 566 026 6

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

---

# Exhibit 19



**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Penny Godbold <PGodbold@rbgg.com>  
**Sent:** Monday, September 16, 2024 9:29 PM  
**To:** Stuter, Ursula@CDCR; Caroline Jackson  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smllp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Olena.Likhachova@doj.ca.gov; Anne Kammer; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR  
**Subject:** Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

All,

Thank you for the productive meeting on Friday, September 13<sup>th</sup> regarding tablets.

## 1. Alternative Tablets With Larger Screens

As discussed, the parties appear to be in agreement that some class members need access to tablets with larger screens. Defendants opened the door for conversations about how to accommodate such class members with "alternative tablets" that could be provided, for example, to those with vision disabilities and those who use captioning and sign language services on the tablet. Specifically, in Defendants' draft joint statement, received September 9<sup>th</sup>, Defendants stated, "Plaintiffs' one-size-fits all approach to tablets, fails to consider that, of approximately 95,000 individuals in CDCR custody, only a comparatively small number of incarcerated individuals would need access to a larger screen size to accommodate their specific needs for enlarged captioning of the video content or ASL interpretation. Plaintiffs, likewise, ignore the fact that specific individuals that may need a larger tablet screen size (than the one ultimately provided under the next statewide contract for tablets) to accommodate their unique needs, could be accommodated through alternative means, such as kiosk stations (which contain 15-inch screens), alternative tablets, or other assistive technologies." (p. 71-72.)

As discussed, Plaintiffs' counsel agree that the number of incarcerated people who need larger screens is limited and that they could be accommodated with alternative tablets.

To ensure the availability of larger screen tablets to those who need them Defendants should request an amendment in the RFP addenda to ensure that the prospective statewide tablet provider can also provide a limited number of tablets with larger screens, at least 19.5 inches for those who use sign language interpretation and captioning services and to accommodate those with low vision. **If Defendants agree to request such an amendment in the RFP addenda, this dispute will be resolved.**

Plaintiffs' counsel also expressed willingness to discuss other possibilities for the provision of alternative, large screen, tablets to people with disabilities who need them. Any such proposals put forward by Defendants must ensure access to the same content, features and functionality and that any alternative tablet is usable in the same locations as all other tablets. Plaintiffs' counsel do not agree to kiosks which are located in dayrooms, for the reasons we have discussed.

## 2. In-Cell Video Calls

The parties continue to discuss this issue. Specifically, the parties discussed Defendants' concerns that, without a docking station, the device has a camera enabled at all times. Defendants have expressed that it is not feasible to provide in-cell docking stations because people move cells. Plaintiffs' counsel requested information on the following questions:

- Are portable docking stations feasible?
- Can Defendants designate certain cells for videophone access if a docking station is necessary to disable cameras?

## 3. Alternative Tablet Process

The parties also discussed the possibility of an alternative tablet solution/process for resolving issues that only impact tablet accommodations necessary for a limited number of people. For example, because only a limited number of people require in-cell videophone access, it may not be necessary to resolve this dispute in the context of the statewide tablet RFP if Defendants will commit to exploring the feasibility of an alternative in-cell videophone solution. The same could be true for other accommodation disputes that may arise in the course of the statewide contracting process. Though, as stated above, it is essential that, should Defendants propose alternative tablets as a solution for accommodating people with disabilities, those tablets have access to the same content, functions and features as other tablets.

**Please respond to the request, above, for an amendment in the RFP addenda re: larger screens. For the remaining issues Plaintiffs' counsel will propose draft language later this week regarding an alternative tablet solution process.**

Best,  
-Penny

---

**From:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

**Sent:** Friday, September 6, 2024 8:41 AM

**To:** Penny Godbold <PGodbold@rbgg.com>; Caroline Jackson <CJackson@rbgg.com>

**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m\_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>;

Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>; Dumalig, Sylvia@CDCR <Sylvia.Dumalig@cdcr.ca.gov>

**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good morning, Penny, Caroline, and all,

We do recall the request to meet, and after internal review, Defendants do not believe that scheduling a meeting on this topic at this time would be productive. Most of the issues included in Plaintiffs' letters are covered in Defendants' joint status update statement re: SATF 12. Defendants will return that statement to Plaintiffs on Monday. Issues not covered in Defendants' SATF 12 statement will be addressed, separately, in writing.

If, following review of Defendants' SATF 12 statement and written response, Plaintiffs' counsel or the Court Expert would still like to meet to discuss any remaining issues, the parties can schedule a meeting.

Sincerely,

~~~~~  
Ursula Stuter
 Attorney, CDCR

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From: Penny Godbold <PGodbold@rbgg.com>

Sent: Thursday, September 5, 2024 6:28 PM

To: Caroline Jackson <CJackson@rbgg.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smlp.law>; audrey@smlp.law; August Gugelmann <august@smlp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
-Penny

From: Caroline Jackson <CJackson@rbgg.com>

Sent: Wednesday, August 28, 2024 6:50 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson
Senior Counsel
She/her



101 Mission Street, Sixth Floor
 San Francisco, CA 94105
 (415) 433-6830 (telephone)
 (415) 906-6355 (VP)
 (415) 433-7104 (fax)
cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~

*Ursula Stuter*

Attorney, CDCR

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**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>



**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; [Olena.Likhachova@doj.ca.gov](mailto:Olena.Likhachova@doj.ca.gov); Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; [Joseph.Edwards@cdcr.ca.gov](mailto:Joseph.Edwards@cdcr.ca.gov); CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>

**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,  
Simran Surtani  
Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 20

**tania@prisonlaw.com**

---

**From:** 'Olena Likhachova' via Armstrong Team <arm-plo@prisonlaw.com>  
**Sent:** Monday, September 23, 2024 2:28 PM  
**To:** Penny Godbold  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Anne Kammer; Stuter, Ursula@CDCR; Caroline Jackson; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR  
**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]  
**Attachments:** Re: Tablet Negotiations Next Steps [IMAN-DMS.FID5932] (570 KB)

Hi Penny,

You've asked Defendants to respond to the following questions regarding SATF stipulation item 12. Below are Defendants' responses.

**Question 1:** If Defendants would agree to amend the RFP to provide a limited number of tablets with larger screens (at least 19.5 inches measured diagonally) to incarcerated people with low vision and those who use sign language interpretation (SLI) or captioning services.

**Defendants' Response:** Defendants do not plan to request this amendment.

First, as previously explained, the current RFP sets the minimum standard for the tablet screen size and already contains the ADA requirements for closed captioning, captioned calls, and speech-to-text functionality for deaf and hard-of-hearing class members; as well as "zoom" and text-to-speech functionality for blind and low-vision population. Defendants do not intend to prescribe how potential vendors should design their tablets to comply with those requirements.

Second, it is unclear why closed captioning and captioned calls would require a 19.5-inch tablet screen size. None of the resources referenced in your September 18, 2024 email (attached) relate to closed captioning or captioned calls and Defendants' RESNA-certified assistive technology expert indicated that there is no minimum screen size requirement under the ADA. Moreover, deaf and hard-of-hearing people in the community regularly use cell phones and tablets with screens measuring significantly less than 19 inches to access closed-captioned services on a regular basis.

Third, there are currently no personal use tablets measuring over 15.6 inches available to vision-impaired people in the community and low-vision users regularly use devices measuring under 8 inches to accommodate their needs. For example, the new iPhone 16 ProMax is 6.9 inches and vision-impaired people in the community regularly use devices this size or smaller. If a vision-impaired class member needs a tablet screen size that exceeds the screen size ultimately selected by the vendor, that person can be evaluated by Defendants' low-vision specialist to determine appropriate accommodations.



Fourth, tablets will not be used for in-cell video calls for any incarcerated person and therefore will not be used for SLI video calls. SLI video calls are available to DPH class members who use ASL as their primary method of communication through the VRS stations available exclusively to those class members. There are currently 84 VRS stations (total) at the 9 DPH-designated institutions and those stations are available to DPH class members during the same hours as the regular wall phone and video kiosk access. Additional VRS stations can be installed if the existing stations are unable to accommodate the call volume requirements of the institution's DPH population provided there is appropriate space for the installation of new VRS station(s) at the institution.

VRS station screens measure 17 inches on a diagonal (which complies with the 17-inch screen recommendation contained in the [recommended guidelines for Video Remote Interpreting \(VRI\) for California courts](#) referenced by Plaintiffs as the basis for their 19.5-inch screen size request (see page 6). And the resources referenced by Plaintiffs as the basis for their screen size request relate to VRI services within the context of medical encounters and due process events (which have a heightened standard for effective communication) and are inapplicable to video calls with friends and family in a carceral setting.

Finally, to address Plaintiffs concern that DPH class members can only see the ASL interpreter and not the person they are talking to when they use VRS stations, CDCR is working on a solution that would allow for a split screen view that will display on the VRS station screen the VRS station user, the person class member is talking to, and the ASL interpreter all at the same time.

**Question 2:** If portable docking stations for tablets are feasible.

**Defendants' Response:** Portable docking stations are not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody.

**Question 3:** If Defendants can designate certain cells for housing videophone users if docking stations are necessary to alleviate in-cell videophone security concerns.

**Defendants' Response:** This solution is not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody. As detailed above, DPH class members who use ASL for communication have access to VRS stations during the same hours as the regular calls are available to incarcerated people without hearing impairments.

We look forward to receiving Plaintiffs' proposed draft language regarding alternative tablet solution process as indicated in your September 16, 2024 email below.

Thank you,

Olena

**Olena Likhachova** | Deputy Attorney General IV | California Department of Justice  
1300 I St., Sacramento, CA 95814  
Phone: (916) 591-9805 | Email: [olena.likhachova@doj.ca.gov](mailto:olena.likhachova@doj.ca.gov)

---

**From:** Penny Godbold <PGodbold@rbgg.com>

**Sent:** Monday, September 16, 2024 9:29 PM

**To:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Caroline Jackson <CJackson@rbgg.com>

**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR

<Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena Likhachova <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m\_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>; Dumalig, Sylvia@CDCR <Sylvia.Dumalig@cdcr.ca.gov>

**Subject:** Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

**EXTERNAL EMAIL:** This message was sent from outside DOJ. Please do not click links or open attachments that appear suspicious.

All,

Thank you for the productive meeting on Friday, September 13<sup>th</sup> regarding tablets.

## 1. Alternative Tablets With Larger Screens

As discussed, the parties appear to be in agreement that some class members need access to tablets with larger screens. Defendants opened the door for conversations about how to accommodate such class members with “alternative tablets” that could be provided, for example, to those with vision disabilities and those who use captioning and sign language services on the tablet. Specifically, in Defendants’ draft joint statement, received September 9<sup>th</sup>, Defendants stated, “Plaintiffs’ one-size-fits all approach to tablets, fails to consider that, of approximately 95,000 individuals in CDCR custody, only a comparatively small number of incarcerated individuals would need access to a larger screen size to accommodate their specific needs for enlarged captioning of the video content or ASL interpretation. Plaintiffs, likewise, ignore the fact that specific individuals that may need a larger tablet screen size (than the one ultimately provided under the next statewide contract for tablets) to accommodate their unique needs, could be accommodated through alternative means, such as kiosk stations (which contain 15-inch screens), alternative tablets, or other assistive technologies.” (p. 71-72.)

As discussed, Plaintiffs’ counsel agree that the number of incarcerated people who need larger screens is limited and that they could be accommodated with alternative tablets.

To ensure the availability of larger screen tablets to those who need them Defendants should request an amendment in the RFP addenda to ensure that the prospective statewide tablet provider can also provide a limited number of tablets with larger screens, at least 19.5 inches for those who use sign language interpretation and captioning services and to accommodate those with low vision. **If Defendants agree to request such an amendment in the RFP addenda, this dispute will be resolved.**

Plaintiffs’ counsel also expressed willingness to discuss other possibilities for the provision of alternative, large screen, tablets to people with disabilities who need them. Any such proposals put forward by Defendants must ensure access to the same content, features and functionality and that any alternative tablet is usable in the same locations as all other tablets. Plaintiffs’ counsel do not agree to kiosks which are located in dayrooms, for the reasons we have discussed.

## 2. In-Cell Video Calls

The parties continue to discuss this issue. Specifically, the parties discussed Defendants' concerns that, without a docking station, the device has a camera enabled at all times. Defendants have expressed that it is not feasible to provide in-cell docking stations because people move cells. Plaintiffs' counsel requested information on the following questions:

- Are portable docking stations feasible?
- Can Defendants designate certain cells for videophone access if a docking station is necessary to disable cameras?

## 3. Alternative Tablet Process

The parties also discussed the possibility of an alternative tablet solution/process for resolving issues that only impact tablet accommodations necessary for a limited number of people. For example, because only a limited number of people require in-cell videophone access, it may not be necessary to resolve this dispute in the context of the statewide tablet RFP if Defendants will commit to exploring the feasibility of an alternative in-cell videophone solution. The same could be true for other accommodation disputes that may arise in the course of the statewide contracting process. Though, as stated above, it is essential that, should Defendants propose alternative tablets as a solution for accommodating people with disabilities, those tablets have access to the same content, functions and features as other tablets.

**Please respond to the request, above, for an amendment in the RFP addenda re: larger screens. For the remaining issues Plaintiffs' counsel will propose draft language later this week regarding an alternative tablet solution process.**

Best,  
-Penny

---

**From:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>

**Sent:** Friday, September 6, 2024 8:41 AM

**To:** Penny Godbold <[PGodbold@rbgg.com](mailto:PGodbold@rbgg.com)>; Caroline Jackson <[CJackson@rbgg.com](mailto:CJackson@rbgg.com)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena.Likhachova@doj.ca.gov; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Edwards, Joseph.K@CDCR <[Joseph.K.Edwards@cdcr.ca.gov](mailto:Joseph.K.Edwards@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>; Davis,

Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>; Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>; Dumalig, Sylvia@CDCR <[Sylvia.Dumalig@cdcr.ca.gov](mailto:Sylvia.Dumalig@cdcr.ca.gov)>

**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good morning, Penny, Caroline, and all,

We do recall the request to meet, and after internal review, Defendants do not believe that scheduling a meeting on this topic at this time would be productive. Most of the issues included in Plaintiffs' letters are covered in Defendants' joint status update statement re: SATF 12. Defendants will return that statement to Plaintiffs on Monday. Issues not covered in Defendants' SATF 12 statement will be addressed, separately, in writing.

If, following review of Defendants' SATF 12 statement and written response, Plaintiffs' counsel or the Court Expert would still like to meet to discuss any remaining issues, the parties can schedule a meeting.

Sincerely,

~~~~~  
Ursula Stuter
 Attorney, CDCR

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From: Penny Godbold <PGodbold@rbgg.com>

Sent: Thursday, September 5, 2024 6:28 PM

To: Caroline Jackson <CJackson@rbgg.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smlp.law>; audrey@smlp.law; August Gugelmann <august@smlp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
-Penny

From: Caroline Jackson <CJackson@rbgg.com>

Sent: Wednesday, August 28, 2024 6:50 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson
Senior Counsel
She/her



101 Mission Street, Sixth Floor
 San Francisco, CA 94105
 (415) 433-6830 (telephone)
 (415) 906-6355 (VP)
 (415) 433-7104 (fax)
cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~

*Ursula Stuter*

Attorney, CDCR

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**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena.Likhachova@doj.ca.gov; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; [Joseph.Edwards@cdcr.ca.gov](mailto:Joseph.Edwards@cdcr.ca.gov); CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>

**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,  
Simran Surtani  
Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 21



**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Audrey Barron <audrey@smlp.law>  
**Sent:** Wednesday, September 25, 2024 8:00 AM  
**To:** Olena Likhachova; Penny Godbold  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; Ed Swanson; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Anne Kammer; Stuter, Ursula@CDCR; Caroline Jackson; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR  
**Subject:** Re: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

Hi Olena,

Thank you for this information. In the interest of moving these discussions forward quickly, Ed and I have a clarifying question regarding CDCR's position. When you say that DPH class members who use ASL will have access to VRS stations "during the same hours as the regular calls are available to incarcerated people without hearing impairments," do you mean that CDCR will allow DPH signers to access VRS stations during the hours that non-hearing impaired people have access to out-of-cell calls via wall phones and kiosks? Or do you mean that CDCR will allow DPH signers to access VRS stations during the hours that non-hearing impaired people will have access to in-cell tablet phone calls?

Please let us know if our question does not make sense or if it would be most efficient to discuss via Teams.

Thanks,

Audrey Barron

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**From:** Olena Likhachova <Olena.Likhachova@doj.ca.gov>  
**Date:** Monday, September 23, 2024 at 3:28 PM  
**To:** Penny Godbold <PGodbold@rbgg.com>  
**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>, Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>, Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>, Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>, Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>, CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>, Ed Swanson <ed@smlp.law>, Audrey Barron <audrey@smlp.law>, August Gugelmann <august@smlp.law>, Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>, Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>, Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>, Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>, Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>, Sharon Garske <Sharon.Garske@doj.ca.gov>, Trace Maiorino <Trace.Maiorino@doj.ca.gov>, Sean Lodholz <Sean.Lodholz@doj.ca.gov>, Anne Kammer <Anne.Kammer@doj.ca.gov>, Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>, Caroline Jackson <CJackson@rbgg.com>, Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>, Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>, White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>, Mebane, Darnell@CDCR

<Darnell.Mebane@cdcr.ca.gov>, Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>, Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>, Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>, CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>, CDCR CAMU Advocacy Mailbox <m\_CAMUAdvocacy@cdcr.ca.gov>, Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>, Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>, Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>, Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>, Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>, cchcsacctlog@cdcr.ca.gov <cchcsacctlog@cdcr.ca.gov>, Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>, Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>, Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>, Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>, 'Armstrong Team' <arm-plo@prisonlaw.com>, Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>, Simran Surtani <SSurtani@rbgg.com>, Dumalig, Sylvia@CDCR <Sylvia.Dumalig@cdcr.ca.gov>

**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

Hi Penny,

You've asked Defendants to respond to the following questions regarding SATF stipulation item 12. Below are Defendants' responses.

**Question 1:** If Defendants would agree to amend the RFP to provide a limited number of tablets with larger screens (at least 19.5 inches measured diagonally) to incarcerated people with low vision and those who use sign language interpretation (SLI) or captioning services.

**Defendants' Response:** Defendants do not plan to request this amendment.

First, as previously explained, the current RFP sets the minimum standard for the tablet screen size and already contains the ADA requirements for closed captioning, captioned calls, and speech-to-text functionality for deaf and hard-of-hearing class members; as well as "zoom" and text-to-speech functionality for blind and low-vision population. Defendants do not intend to prescribe how potential vendors should design their tablets to comply with those requirements.

Second, it is unclear why closed captioning and captioned calls would require a 19.5-inch tablet screen size. None of the resources referenced in your September 18, 2024 email (attached) relate to closed captioning or captioned calls and Defendants' RESNA-certified assistive technology expert indicated that there is no minimum screen size requirement under the ADA. Moreover, deaf and hard-of-hearing people in the community regularly use cell phones and tablets with screens measuring significantly less than 19 inches to access closed-captioned services on a regular basis.

Third, there are currently no personal use tablets measuring over 15.6 inches available to vision-impaired people in the community and low-vision users regularly use devices measuring under 8 inches to accommodate their needs. For example, the new iPhone 16 ProMax is 6.9 inches and vision-impaired people in the community regularly use devices this size or smaller. If a vision-impaired class member needs a tablet screen size that exceeds the screen size ultimately selected by the vendor, that person can be evaluated by Defendants' low-vision specialist to determine appropriate accommodations.

Fourth, tablets will not be used for in-cell video calls for any incarcerated person and therefore will not be used for SLI video calls. SLI video calls are available to DPH class members who use ASL as their primary method of communication through the VRS stations available exclusively to those class members. There are currently 84 VRS stations (total) at the 9 DPH-designated institutions and those stations are available to DPH class members during the same hours as the regular wall phone and video kiosk access. Additional VRS stations can be installed if the existing stations are unable to accommodate the call volume requirements of the institution's DPH population provided there is appropriate space for the installation of new VRS station(s) at the institution.

VRS station screens measure 17 inches on a diagonal (which complies with the 17-inch screen recommendation contained in the [recommended guidelines for Video Remote Interpreting \(VRI\) for California courts](#) referenced by Plaintiffs as the basis for their 19.5-inch screen size request (see page 6). And the resources referenced by Plaintiffs as the basis for their screen size request relate to VRI services within the context of medical encounters and due process events (which have a heightened standard for effective communication) and are inapplicable to video calls with friends and family in a carceral setting.

Finally, to address Plaintiffs concern that DPH class members can only see the ASL interpreter and not the person they are talking to when they use VRS stations, CDCR is working on a solution that would allow for a split screen view that will display on the VRS station screen the VRS station user, the person class member is talking to, and the ASL interpreter all at the same time.

**Question 2:** If portable docking stations for tablets are feasible.

**Defendants' Response:** Portable docking stations are not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody.

**Question 3:** If Defendants can designate certain cells for housing videophone users if docking stations are necessary to alleviate in-cell videophone security concerns.

**Defendants' Response:** This solution is not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody. As detailed above, DPH class members who use ASL for communication have access to VRS stations during the same hours as the regular calls are available to incarcerated people without hearing impairments.

We look forward to receiving Plaintiffs' proposed draft language regarding alternative tablet solution process as indicated in your September 16, 2024 email below.

Thank you,

Olena

**Olena Likhachova** | Deputy Attorney General IV | California Department of Justice  
1300 I St., Sacramento, CA 95814  
Phone: (916) 591-9805 | Email: [olena.likhachova@doj.ca.gov](mailto:olena.likhachova@doj.ca.gov)

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**From:** Penny Godbold <PGodbold@rbgg.com>  
**Sent:** Monday, September 16, 2024 9:29 PM  
**To:** Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Caroline Jackson <CJackson@rbgg.com>  
**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena Likhachova <Olena.Likhachova@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR

CAMU Advocacy Mailbox <m\_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>; Dumalig, Sylvia@CDCR <Sylvia.Dumalig@cdcr.ca.gov>

**Subject:** Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

**EXTERNAL EMAIL:** This message was sent from outside DOJ. Please do not click links or open attachments that appear suspicious.

All,

Thank you for the productive meeting on Friday, September 13<sup>th</sup> regarding tablets.

## 1. Alternative Tablets With Larger Screens

As discussed, the parties appear to be in agreement that some class members need access to tablets with larger screens. Defendants opened the door for conversations about how to accommodate such class members with "alternative tablets" that could be provided, for example, to those with vision disabilities and those who use captioning and sign language services on the tablet. Specifically, in Defendants' draft joint statement, received September 9<sup>th</sup>, Defendants stated, "Plaintiffs' one-size-fits all approach to tablets, fails to consider that, of approximately 95,000 individuals in CDCR custody, only a comparatively small number of incarcerated individuals would need access to a larger screen size to accommodate their specific needs for enlarged captioning of the video content or ASL interpretation. Plaintiffs, likewise, ignore the fact that specific individuals that may need a larger tablet screen size (than the one ultimately provided under the next statewide contract for tablets) to accommodate their unique needs, could be accommodated through alternative means, such as kiosk stations (which contain 15-inch screens), alternative tablets, or other assistive technologies." (p. 71-72.)

As discussed, Plaintiffs' counsel agree that the number of incarcerated people who need larger screens is limited and that they could be accommodated with alternative tablets.

To ensure the availability of larger screen tablets to those who need them Defendants should request an amendment in the RFP addenda to ensure that the prospective statewide tablet provider can also provide a limited number of tablets with larger screens, at least 19.5 inches for those who use sign language interpretation and captioning services and to accommodate those with low vision. **If Defendants agree to request such an amendment in the RFP addenda, this dispute will be resolved.**

Plaintiffs' counsel also expressed willingness to discuss other possibilities for the provision of alternative, large screen, tablets to people with disabilities who need them. Any such proposals put forward by Defendants must ensure access to the same content, features and functionality and that any alternative tablet is usable in the same locations as all other tablets. Plaintiffs' counsel do not agree to kiosks which are located in dayrooms, for the reasons we have discussed.

## 2. In-Cell Video Calls

The parties continue to discuss this issue. Specifically, the parties discussed Defendants' concerns that, without a docking station, the device has a camera enabled at all times. Defendants have expressed that it is not feasible to provide in-cell docking stations because people move cells. Plaintiffs' counsel requested information on the following questions:

- Are portable docking stations feasible?

- Can Defendants designate certain cells for videophone access if a docking station is necessary to disable cameras?

### 3. Alternative Tablet Process

The parties also discussed the possibility of an alternative tablet solution/process for resolving issues that only impact tablet accommodations necessary for a limited number of people. For example, because only a limited number of people require in-cell videophone access, it may not be necessary to resolve this dispute in the context of the statewide tablet RFP if Defendants will commit to exploring the feasibility of an alternative in-cell videophone solution. The same could be true for other accommodation disputes that may arise in the course of the statewide contracting process. Though, as stated above, it is essential that, should Defendants propose alternative tablets as a solution for accommodating people with disabilities, those tablets have access to the same content, functions and features as other tablets.

**Please respond to the request, above, for an amendment in the RFP addenda re: larger screens. For the remaining issues Plaintiffs' counsel will propose draft language later this week regarding an alternative tablet solution process.**

Best,  
-Penny

---

**From:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>

**Sent:** Friday, September 6, 2024 8:41 AM

**To:** Penny Godbold <[PGodbold@rbgg.com](mailto:PGodbold@rbgg.com)>; Caroline Jackson <[CJackson@rbgg.com](mailto:CJackson@rbgg.com)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; [Olena.Likhachova@doj.ca.gov](mailto:Olena.Likhachova@doj.ca.gov); Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Edwards, Joseph.K@CDCR <[Joseph.K.Edwards@cdcr.ca.gov](mailto:Joseph.K.Edwards@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>; Simran Surtani <[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)>; Dumalig, Sylvia@CDCR <[Sylvia.Dumalig@cdcr.ca.gov](mailto:Sylvia.Dumalig@cdcr.ca.gov)>

**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good morning, Penny, Caroline, and all,



We do recall the request to meet, and after internal review, Defendants do not believe that scheduling a meeting on this topic at this time would be productive. Most of the issues included in Plaintiffs' letters are covered in Defendants' joint status update statement re: SATF 12. Defendants will return that statement to Plaintiffs on Monday. Issues not covered in Defendants' SATF 12 statement will be addressed, separately, in writing.

If, following review of Defendants' SATF 12 statement and written response, Plaintiffs' counsel or the Court Expert would still like to meet to discuss any remaining issues, the parties can schedule a meeting.

Sincerely,

~~~~~  
Ursula Stuter
 Attorney, CDCR

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From: Penny Godbold <PGodbold@rbgg.com>
Sent: Thursday, September 5, 2024 6:28 PM
To: Caroline Jackson <CJackson@rbgg.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>
Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

CAUTION: This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of

videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
-Penny

From: Caroline Jackson <CJackson@rbgg.com>

Sent: Wednesday, August 28, 2024 6:50 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson
Senior Counsel
She/her



101 Mission Street, Sixth Floor
San Francisco, CA 94105
(415) 433-6830 (telephone)
(415) 906-6355 (VP)
(415) 433-7104 (fax)
cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~

*Ursula Stuter*

Attorney, CDCR

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**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma,



Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena.Likhachova@doj.ca.gov; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; Joseph.Edwards@cdcr.ca.gov; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>  
**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

**CAUTION:** This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,  
 Simran Surtani  
 Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
 San Francisco, CA 94105  
 (415) 433-6830 (telephone)  
 (415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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## Exhibit 22

(Intentionally left blank)

# Exhibit 23

**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Penny Godbold <PGodbold@rbgg.com>  
**Sent:** Wednesday, September 25, 2024 1:52 PM  
**To:** Olena Likhachova  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Anne Kammer; Stuter, Ursula@CDCR; Caroline Jackson; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR  
**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]  
**Attachments:** Declaration of [REDACTED].pdf; Declaration of [REDACTED] RJD, 09-18-2024, 581-3.pdf; Declaration of [REDACTED] RJD, 09-18-2024, 581-3.pdf

Hi Olena/all,

Based on the parties' meeting with the Court Expert on September 13, 2024, Plaintiffs understood that we would draft language to allow for the parties to negotiate, outside of the context of the statewide tablet RFP, the provision of disability accommodations to ensure in-cell videophone access and, if not addressed by addenda to the RFP, larger screen tablets through alternative devices (i.e., not the statewide tablets that all people in CDCR custody will receive). As we understood it, this would balance the need to provide accessible technology to people with disabilities while also recognizing that most people in CDCR custody will not need those features (videophone calling and larger screen size), so it may not make sense for all tablets to be required to have those features.

Below is our proposed language:

1. The parties agree to work with the Court Expert to identify a device for people who communicate through sign language to use in their cells, at the same times, and with the same frequency, that their peers are able to make voice calls on the statewide tablets. The parties agree to begin meeting immediately, following the filing of the October 16, 2024 Joint Statement, and agree to work, in conjunction with any technology experts engaged by the parties, on identifying all possible solutions that could meet the need to address equal access concerns and evaluate and address Defendants' stated security concerns, including the stated need to monitor and record videophone calls, to disable camera access when the tablet is not in use as a videophone, and to prevent the transmission of unpermitted photos or video content. The parties agree to gather all information to identify feasible technology solutions by January 1, 2025. If a solution is identified, the parties agree to work to ensure implementation of the new videophone solution alongside the rollout of the statewide RFP. If the parties are unable to agree on a technology solution that provides equal access to in-cell videophone services, the Court Expert will certify disagreement. If the Court Expert determines the parties are not able to reach agreement, the parties shall, within 30 days of the Court Expert's determination that an agreement cannot be reached, submit a joint statement to the Court discussing the disputes.
2. Defendants shall issue an addenda to the RFP to require tablet providers to ensure that they can provide large screen tablets, up to 13 inches, to people with disabilities in CDCR custody who require a larger screen due to

their disability. In the alternative, Defendants may procure an alternative tablet through other means (i.e., not through the current statewide tablet RFP) if they can ensure that those tablets will have the same content and functionality as the statewide contracts and will be available at the same time as the tablets issued through the statewide contract.

**Please let us know if you will agree to the language above.**

#### Videophone Access

We were surprised to see your email Monday which, for the first time, made clear to us that Defendants do not agree with providing in-cell videophone access to deaf signers through any device (either the standard statewide tablet or otherwise). We understood that Defendants would be willing to engage in a process to identify options, as outlined above. Phone access, and connection to the outside world, is critical for all incarcerated people. Videophone access for deaf signers and others who communicate by sign language is akin to voice calls for hearing people. For that reason, they must have access to videophones - not only at the same times and with the same frequency as their peers can access voice calls - but without the additional barriers that are created by having to share a device, having to depend on custody staff in order to be allowed out of their cells and bed areas when others are not, short staffing and unforeseen lockdowns that can last days. Defendants' general claim that such access is not feasible due to safety concerns is not sufficient to deny deaf signers access to in-cell videophone access as a reasonable accommodation for their disability when technology safeguards for the prison setting exist but have not been fully explored. Plaintiffs would like to work through Defendants' concerns collaboratively with the Court Expert.

The attached declarations from class members provide additional evidence that the existing stand-alone videophones in the housing units fail to provide equivalent access to voice calls on the tablet. Class members must compete with other deaf signers for access and regularly report being unable to get out of their cells to access the videophones, particularly during modified programming. (See Declaration of [REDACTED] at ¶¶ 13-48, ¶¶ 53-56; Declaration of [REDACTED] at ¶¶ 6-11; Declaration of [REDACTED] at ¶¶ 6-14, attached. See also the previously shared Declaration of [REDACTED] at ¶¶ 12-30; Declaration of [REDACTED] at ¶¶ 7-16.)

Video calling (or video visiting) kiosks in the housing units are not equivalent to videophone calls and are not a substitute for voice calls on the tablet. The video calling kiosks are not designed for deaf communication, they blur the background of calls, which obscures signing and impacts communication. Video calling kiosks do not have video relay service, so deaf people are very limited in who they can "video visit" with and cannot communicate with anyone who does not know sign language. In addition, deaf signers must compete with all other incarcerated people for access to video kiosks and must be allowed out of their cells to access the kiosks. Because Defendants' statewide tablet RFP proposal does not require cameras on tablets, the demand for video calling kiosks will increase resulting in a net reduction of access for the overall population if people are no longer able to use their tablets and existing docking stations for video calling.

#### Tablet Screen Size

Defendants declined Plaintiffs' request to require the statewide RFP ensure that the tablet provided be able to supply a limited number of larger screen tablets to people with disabilities who require them. Defendants' primary argument for declining this request is that Defendants do not intend to allow videophone/VRS access through tablets, thus negating the request for the specific screen size requested by Plaintiffs' counsel. Defendants fail to explain how they will ensure that class members, including those who use closed captioning, captioned calls, speech-to-text, and "zoom" functionality, will be accommodated if the statewide tablets end up being only seven inches, as currently required by the RFP. Defendants state only that if a vision-impaired class member needs a tablet that exceeds the screen size ultimately selected by the vender, that person can be evaluated by Defendants' low-vision specialist to determine appropriate accommodations. Defendants' proposed solution to this problem is vague and problematic.

First, many people, including those without verified vision codes, such as those with only verified hearing disabilities who use captioning, will need to enlarge captions on a seven-inch screen. Enlarging captions on such a small screen will

have the effect of blocking the images, making video content difficult to watch. Essentially, these class members will have to choose between watching the content itself or reading the captions, because the screen will be too small to do both. For some who watch videos with ASL signers, the image of the signer will be too small to view and the communication too small to understand. These class members do not have access to the vision specialist to recommend accommodations.

Also, it is entirely unclear what accommodations Defendants are contemplating the vision specialist would recommend. For example, are Defendants referring to the potential for handheld magnification devices to be provided in conjunction with small screen tablets? That seems cumbersome and unlikely to reasonably accommodate people, especially if they have to hold a magnification device in order to use the tablet, and they are attempting to use the tablet to type messages. Or are Defendants contemplating that the vision specialist will be the gatekeeper to authorize larger tablets to people who need them? If so, how will Defendants ensure that class members with larger tablets granted by the vision specialist, but not necessarily provided under the statewide tablet contract, have access to all of the same content and functionality, including the same wifi access, afforded to those with statewide tablets? And how will Defendants ensure that class members without vision codes be evaluated?

Plaintiffs' January 5, 2024, letter stated that Defendants must ensure that the screen size of the tablets is sufficient to make ASL interpretation and captioning legible to users. Defendants have failed to address, with any specificity, how they plan to do so.

Plaintiffs' counsel are in the process of finalizing the Declaration of Michael Parker, an expert regarding disability accessibility on mobile devices, including tablets. He recommends that CDCR ensure that large screen tablets are available, measuring up to 13 inches diagonally. He has also indicated that, if CDCR decides to provide alternative, larger tablets to people who require them (in lieu of ensuring the statewide tablet provider has them available), CDCR must ensure that the alternative tablets have access to all the same content, functions, features, wifi access, as statewide tablets.

Next Steps:

1. Please provide a response by 1 pm Friday to ensure enough time to incorporate your position in to our briefing, due Monday.
2. Please provide confirmation, and a legal cite, for representations made during the course of negotiations that Defendants can extend the existing contract for six months.
3. Please confirm whether the reference to "kiosks" in the Dumalig Declaration include the standalone videophone/VRS stations.

Thanks,  
-Penny

---

**From:** Olena Likhachova <Olena.Likhachova@doj.ca.gov>

**Sent:** Monday, September 23, 2024 2:28 PM

**To:** Penny Godbold <PGodbold@rbgg.com>

**Cc:** Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Anne Kammer <Anne.Kammer@doj.ca.gov>;

Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>; Caroline Jackson <CJackson@rbgg.com>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m\_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m\_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>; Dumalig, Sylvia@CDCR <Sylvia.Dumalig@cdcr.ca.gov>

**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Hi Penny,

You've asked Defendants to respond to the following questions regarding SATF stipulation item 12. Below are Defendants' responses.

**Question 1:** If Defendants would agree to amend the RFP to provide a limited number of tablets with larger screens (at least 19.5 inches measured diagonally) to incarcerated people with low vision and those who use sign language interpretation (SLI) or captioning services.

**Defendants' Response:** Defendants do not plan to request this amendment.

First, as previously explained, the current RFP sets the minimum standard for the tablet screen size and already contains the ADA requirements for closed captioning, captioned calls, and speech-to-text functionality for deaf and hard-of-hearing class members; as well as "zoom" and text-to-speech functionality for blind and low-vision population. Defendants do not intend to prescribe how potential vendors should design their tablets to comply with those requirements.

Second, it is unclear why closed captioning and captioned calls would require a 19.5-inch tablet screen size. None of the resources referenced in your September 18, 2024 email (attached) relate to closed captioning or captioned calls and Defendants' RESNA-certified assistive technology expert indicated that there is no minimum screen size requirement under the ADA. Moreover, deaf and hard-of-hearing people in the community regularly use cell phones and tablets with screens measuring significantly less than 19 inches to access closed-captioned services on a regular basis.

Third, there are currently no personal use tablets measuring over 15.6 inches available to vision-impaired people in the community and low-vision users regularly use devices measuring under 8 inches to accommodate their needs. For example, the new iPhone 16 ProMax is 6.9 inches and vision-impaired people in the community regularly use devices this size or smaller. If a vision-impaired class member needs a tablet screen size that exceeds the screen size ultimately selected by the vendor, that person can be evaluated by Defendants' low-vision specialist to determine appropriate accommodations.

Fourth, tablets will not be used for in-cell video calls for any incarcerated person and therefore will not be used for SLI video calls. SLI video calls are available to DPH class members who use ASL as their primary method of communication through the VRS stations available exclusively to those class members. There are currently 84 VRS stations (total) at the 9 DPH-designated institutions and those stations are available to DPH class members during the same hours as the regular wall phone and video kiosk access. Additional VRS stations can be installed if the existing stations are unable to accommodate the call volume requirements of the institution's DPH population provided there is appropriate space for the installation of new VRS station(s) at the institution.



VRS station screens measure 17 inches on a diagonal (which complies with the 17-inch screen recommendation contained in the [recommended guidelines for Video Remote Interpreting \(VRI\) for California courts](#) referenced by Plaintiffs as the basis for their 19.5-inch screen size request (see page 6). And the resources referenced by Plaintiffs as the basis for their screen size request relate to VRI services within the context of medical encounters and due process events (which have a heightened standard for effective communication) and are inapplicable to video calls with friends and family in a carceral setting.

Finally, to address Plaintiffs concern that DPH class members can only see the ASL interpreter and not the person they are talking to when they use VRS stations, CDCR is working on a solution that would allow for a split screen view that will display on the VRS station screen the VRS station user, the person class member is talking to, and the ASL interpreter all at the same time.

**Question 2:** If portable docking stations for tablets are feasible.

**Defendants' Response:** Portable docking stations are not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody.

**Question 3:** If Defendants can designate certain cells for housing videophone users if docking stations are necessary to alleviate in-cell videophone security concerns.

**Defendants' Response:** This solution is not feasible nor necessary as no in-cell video calls will be available to any incarcerated person in CDCR custody. As detailed above, DPH class members who use ASL for communication have access to VRS stations during the same hours as the regular calls are available to incarcerated people without hearing impairments.

We look forward to receiving Plaintiffs' proposed draft language regarding alternative tablet solution process as indicated in your September 16, 2024 email below.

Thank you,

Olena

**Olena Likhachova** | Deputy Attorney General IV | California Department of Justice  
1300 I St., Sacramento, CA 95814  
Phone: (916) 591-9805 | Email: [olena.likhachova@doj.ca.gov](mailto:olena.likhachova@doj.ca.gov)

---

**From:** Penny Godbold <[PGodbold@rbgg.com](mailto:PGodbold@rbgg.com)>

**Sent:** Monday, September 16, 2024 9:29 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Caroline Jackson <[CJackson@rbgg.com](mailto:CJackson@rbgg.com)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>;

Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smlp.law](mailto:ed@smlp.law)>; [audrey@smlp.law](mailto:audrey@smlp.law); August Gugelmann <[august@smlp.law](mailto:august@smlp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena Likhachova <[Olena.Likhachova@doj.ca.gov](mailto:Olena.Likhachova@doj.ca.gov)>; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR



<[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:CCHCSAdvocacyCS@cdcr.ca.gov)>; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctlog@cdcr.ca.gov](mailto:cchcsacctlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Edwards, [Joseph.K@CDCR](mailto:Joseph.K@CDCR) <[Joseph.K.Edwards@cdcr.ca.gov](mailto:Joseph.K.Edwards@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>; Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>; Dumalig, Sylvia@CDCR <[Sylvia.Dumalig@cdcr.ca.gov](mailto:Sylvia.Dumalig@cdcr.ca.gov)>

**Subject:** Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

**EXTERNAL EMAIL:** This message was sent from outside DOJ. Please do not click links or open attachments that appear suspicious.

All,

Thank you for the productive meeting on Friday, September 13<sup>th</sup> regarding tablets.

## 1. Alternative Tablets With Larger Screens

As discussed, the parties appear to be in agreement that some class members need access to tablets with larger screens. Defendants opened the door for conversations about how to accommodate such class members with “alternative tablets” that could be provided, for example, to those with vision disabilities and those who use captioning and sign language services on the tablet. Specifically, in Defendants’ draft joint statement, received September 9<sup>th</sup>, Defendants stated, “Plaintiffs’ one-size-fits all approach to tablets, fails to consider that, of approximately 95,000 individuals in CDCR custody, only a comparatively small number of incarcerated individuals would need access to a larger screen size to accommodate their specific needs for enlarged captioning of the video content or ASL interpretation. Plaintiffs, likewise, ignore the fact that specific individuals that may need a larger tablet screen size (than the one ultimately provided under the next statewide contract for tablets) to accommodate their unique needs, could be accommodated through alternative means, such as kiosk stations (which contain 15-inch screens), alternative tablets, or other assistive technologies.” (p. 71-72.)

As discussed, Plaintiffs’ counsel agree that the number of incarcerated people who need larger screens is limited and that they could be accommodated with alternative tablets.

To ensure the availability of larger screen tablets to those who need them Defendants should request an amendment in the RFP addenda to ensure that the prospective statewide tablet provider can also provide a limited number of tablets with larger screens, at least 19.5 inches for those who use sign language interpretation and captioning services and to accommodate those with low vision. **If Defendants agree to request such an amendment in the RFP addenda, this dispute will be resolved.**

Plaintiffs’ counsel also expressed willingness to discuss other possibilities for the provision of alternative, large screen, tablets to people with disabilities who need them. Any such proposals put forward by Defendants must ensure access to the same content, features and functionality and that any alternative tablet is usable in the same locations as all other tablets. Plaintiffs’ counsel do not agree to kiosks which are located in dayrooms, for the reasons we have discussed.

## 2. In-Cell Video Calls

The parties continue to discuss this issue. Specifically, the parties discussed Defendants’ concerns that, without a docking station, the device has a camera enabled at all times. Defendants have expressed that it is not feasible to provide in-cell docking stations because people move cells. Plaintiffs’ counsel requested information on the following questions:

- Are portable docking stations feasible?
- Can Defendants designate certain cells for videophone access if a docking station is necessary to disable cameras?

### 3. Alternative Tablet Process

The parties also discussed the possibility of an alternative tablet solution/process for resolving issues that only impact tablet accommodations necessary for a limited number of people. For example, because only a limited number of people require in-cell videophone access, it may not be necessary to resolve this dispute in the context of the statewide tablet RFP if Defendants will commit to exploring the feasibility of an alternative in-cell videophone solution. The same could be true for other accommodation disputes that may arise in the course of the statewide contracting process. Though, as stated above, it is essential that, should Defendants propose alternative tablets as a solution for accommodating people with disabilities, those tablets have access to the same content, functions and features as other tablets.

**Please respond to the request, above, for an amendment in the RFP addenda re: larger screens. For the remaining issues Plaintiffs' counsel will propose draft language later this week regarding an alternative tablet solution process.**

Best,  
-Penny

---

**From:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>

**Sent:** Friday, September 6, 2024 8:41 AM

**To:** Penny Godbold <[PGodbold@rbgg.com](mailto:PGodbold@rbgg.com)>; Caroline Jackson <[CJackson@rbgg.com](mailto:CJackson@rbgg.com)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma, Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; [Olena.Likhachova@doj.ca.gov](mailto:Olena.Likhachova@doj.ca.gov); Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Edwards, Joseph.K@CDCR <[Joseph.K.Edwards@cdcr.ca.gov](mailto:Joseph.K.Edwards@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>; Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>; Dimalig, Sylvia@CDCR <[Sylvia.Dimalig@cdcr.ca.gov](mailto:Sylvia.Dimalig@cdcr.ca.gov)>

**Subject:** RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good morning, Penny, Caroline, and all,

We do recall the request to meet, and after internal review, Defendants do not believe that scheduling a meeting on this topic at this time would be productive. Most of the issues included in Plaintiffs' letters are covered in Defendants' joint status update statement re: SATF 12. Defendants will return that statement to Plaintiffs on Monday. Issues not covered in Defendants' SATF 12 statement will be addressed, separately, in writing.

If, following review of Defendants' SATF 12 statement and written response, Plaintiffs' counsel or the Court Expert would still like to meet to discuss any remaining issues, the parties can schedule a meeting.

Sincerely,

~~~~~  
Ursula Stuter
 Attorney, CDCR

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From: Penny Godbold <PGodbold@rbgg.com>
Sent: Thursday, September 5, 2024 6:28 PM
To: Caroline Jackson <CJackson@rbgg.com>; Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>
Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>
Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

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Hi Ursula,

I am following up on the status of Defendants' response. As you may recall, we requested a meeting to solidify our understanding of Defendants' position and for CDCR to share the basis for security concerns regarding the use of

videophones in cells. We are in the process of collecting evidence for our briefing on this issue and are hoping to receive a response and to meet with Defendants soon.

Thanks,
-Penny

From: Caroline Jackson <CJackson@rbgg.com>

Sent: Wednesday, August 28, 2024 6:50 PM

To: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

Dear Ursula,

Please see the attached response.

Sincerely,

Caroline Jackson
Senior Counsel
She/her



101 Mission Street, Sixth Floor
San Francisco, CA 94105
(415) 433-6830 (telephone)
(415) 906-6355 (VP)
(415) 433-7104 (fax)
cjackson@rbgg.com

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From: Stuter, Ursula@CDCR <Ursula.Stuter@cdcr.ca.gov>

Sent: Friday, August 16, 2024 5:19 PM

To: Caroline Jackson <CJackson@rbgg.com>

Cc: Ferguson, Patricia@CDCR <Patricia.Ferguson@cdcr.ca.gov>; Meyer, Nicholas@CDCR <Nicholas.Meyer@cdcr.ca.gov>; Thao, Chor@CDCR <Chor.Thao@cdcr.ca.gov>; Ruiz, Ramon@CDCR <ramon.ruiz@cdcr.ca.gov>; Lau-Silveira, Ava <Ava.Lau-Silveira@cdcr.ca.gov>; CDCR OLA Armstrong CAT Mailbox <OLAArmstrongCAT@cdcr.ca.gov>; 'Ed Swanson' <ed@smllp.law>; audrey@smllp.law; August Gugelmann <august@smllp.law>; Moses, Jane@CDCR <Jane.Moses@cdcr.ca.gov>; Dovey, John@CDCR <John.Dovey@cdcr.ca.gov>; Leon Guerrero, Joshua@CDCR <Joshua.LeonGuerrero@cdcr.ca.gov>; Scotland, Antronne@CDCR <Antronne.Scotland@cdcr.ca.gov>; Sharma, Dharmendra@CDCR <Dharmendra.Sharma@cdcr.ca.gov>; Sharon Garske <Sharon.Garske@doj.ca.gov>; Trace Maiorino <Trace.Maiorino@doj.ca.gov>; Sean Lodholz <Sean.Lodholz@doj.ca.gov>; Olena.Likhachova@doj.ca.gov; Anne Kammer <Anne.Kammer@doj.ca.gov>; Gurpreet Sandhu <Gurpreet.Sandhu@doj.ca.gov>; Lorey, Dawn@CDCR <Dawn.Lorey@cdcr.ca.gov>; White, Lourdes@CDCR <Lourdes.White@cdcr.ca.gov>; Mebane, Darnell@CDCR <Darnell.Mebane@cdcr.ca.gov>; Hernandez, Jillian@CDCR <Jillian.Hernandez@cdcr.ca.gov>; Lo, Cory@CDCR <cory.lo@cdcr.ca.gov>; Perez, Aaron@CDCR <Aaron.Perez@cdcr.ca.gov>; CDCR CCHCS Advocacy Correction Services <m_CCHCSAdvocacyCS@cdcr.ca.gov>; CDCR CAMU Advocacy Mailbox <m_CAMUAdvocacy@cdcr.ca.gov>; Burkart, Brianne@CDCR <Brianne.Burkart@cdcr.ca.gov>; Stevens, Dawn@CDCR <Dawn.Stevens@cdcr.ca.gov>; Toche, Diana@CDCR <Diana.Toche@cdcr.ca.gov>; Bick, Dr. Joseph@CDCR <Joseph.Bick@cdcr.ca.gov>; Hart, Robin@CDCR <Robin.Hart@cdcr.ca.gov>; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR <Joseph.Williams@cdcr.ca.gov>; Anderson, Jason@CDCR <Jason.Anderson@cdcr.ca.gov>; Edwards, Joseph.K@CDCR <Joseph.K.Edwards@cdcr.ca.gov>; Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>; 'Armstrong Team' <arm-plo@prisonlaw.com>; Davis, Tamiya@CDCR <Tamiya.Davis@cdcr.ca.gov>; Simran Surtani <SSurtani@rbgg.com>

Subject: RE: Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

[EXTERNAL MESSAGE NOTICE]

Good evening,

Please see Defendants' response to the above-mentioned letter, attached.

Sincerely,

~~~~~

*Ursula Stuter*

Attorney, CDCR

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**From:** Simran Surtani <[SSurtani@rbgg.com](mailto:SSurtani@rbgg.com)>

**Sent:** Friday, August 2, 2024 12:39 PM

**To:** Stuter, Ursula@CDCR <[Ursula.Stuter@cdcr.ca.gov](mailto:Ursula.Stuter@cdcr.ca.gov)>; Davis, Tamiya@CDCR <[Tamiya.Davis@cdcr.ca.gov](mailto:Tamiya.Davis@cdcr.ca.gov)>

**Cc:** Ferguson, Patricia@CDCR <[Patricia.Ferguson@cdcr.ca.gov](mailto:Patricia.Ferguson@cdcr.ca.gov)>; Meyer, Nicholas@CDCR <[Nicholas.Meyer@cdcr.ca.gov](mailto:Nicholas.Meyer@cdcr.ca.gov)>; Thao, Chor@CDCR <[Chor.Thao@cdcr.ca.gov](mailto:Chor.Thao@cdcr.ca.gov)>; Ruiz, Ramon@CDCR <[ramon.ruiz@cdcr.ca.gov](mailto:ramon.ruiz@cdcr.ca.gov)>; Lau-Silveira, Ava <[Ava.Lau-Silveira@cdcr.ca.gov](mailto:Ava.Lau-Silveira@cdcr.ca.gov)>; CDCR OLA Armstrong CAT Mailbox <[OLAArmstrongCAT@cdcr.ca.gov](mailto:OLAArmstrongCAT@cdcr.ca.gov)>; 'Ed Swanson' <[ed@smllp.law](mailto:ed@smllp.law)>; [audrey@smllp.law](mailto:audrey@smllp.law); August Gugelmann <[august@smllp.law](mailto:august@smllp.law)>; Moses, Jane@CDCR <[Jane.Moses@cdcr.ca.gov](mailto:Jane.Moses@cdcr.ca.gov)>; Dovey, John@CDCR <[John.Dovey@cdcr.ca.gov](mailto:John.Dovey@cdcr.ca.gov)>; Leon Guerrero, Joshua@CDCR <[Joshua.LeonGuerrero@cdcr.ca.gov](mailto:Joshua.LeonGuerrero@cdcr.ca.gov)>; Scotland, Antronne@CDCR <[Antronne.Scotland@cdcr.ca.gov](mailto:Antronne.Scotland@cdcr.ca.gov)>; Sharma,



Dharmendra@CDCR <[Dharmendra.Sharma@cdcr.ca.gov](mailto:Dharmendra.Sharma@cdcr.ca.gov)>; Sharon Garske <[Sharon.Garske@doj.ca.gov](mailto:Sharon.Garske@doj.ca.gov)>; Trace Maiorino <[Trace.Maiorino@doj.ca.gov](mailto:Trace.Maiorino@doj.ca.gov)>; Sean Lodholz <[Sean.Lodholz@doj.ca.gov](mailto:Sean.Lodholz@doj.ca.gov)>; Olena.Likhachova@doj.ca.gov; Anne Kammer <[Anne.Kammer@doj.ca.gov](mailto:Anne.Kammer@doj.ca.gov)>; Gurpreet Sandhu <[Gurpreet.Sandhu@doj.ca.gov](mailto:Gurpreet.Sandhu@doj.ca.gov)>; Lorey, Dawn@CDCR <[Dawn.Lorey@cdcr.ca.gov](mailto:Dawn.Lorey@cdcr.ca.gov)>; White, Lourdes@CDCR <[Lourdes.White@cdcr.ca.gov](mailto:Lourdes.White@cdcr.ca.gov)>; Mebane, Darnell@CDCR <[Darnell.Mebane@cdcr.ca.gov](mailto:Darnell.Mebane@cdcr.ca.gov)>; Hernandez, Jillian@CDCR <[Jillian.Hernandez@cdcr.ca.gov](mailto:Jillian.Hernandez@cdcr.ca.gov)>; Lo, Cory@CDCR <[cory.lo@cdcr.ca.gov](mailto:cory.lo@cdcr.ca.gov)>; Perez, Aaron@CDCR <[Aaron.Perez@cdcr.ca.gov](mailto:Aaron.Perez@cdcr.ca.gov)>; CDCR CCHCS Advocacy Correction Services <[m\\_CCHCSAdvocacyCS@cdcr.ca.gov](mailto:m_CCHCSAdvocacyCS@cdcr.ca.gov)>; Joseph.Edwards@cdcr.ca.gov; CDCR CAMU Advocacy Mailbox <[m\\_CAMUAdvocacy@cdcr.ca.gov](mailto:m_CAMUAdvocacy@cdcr.ca.gov)>; Burkart, Brianne@CDCR <[Brianne.Burkart@cdcr.ca.gov](mailto:Brianne.Burkart@cdcr.ca.gov)>; Stevens, Dawn@CDCR <[Dawn.Stevens@cdcr.ca.gov](mailto:Dawn.Stevens@cdcr.ca.gov)>; Toche, Diana@CDCR <[Diana.Toche@cdcr.ca.gov](mailto:Diana.Toche@cdcr.ca.gov)>; Bick, Dr. Joseph@CDCR <[Joseph.Bick@cdcr.ca.gov](mailto:Joseph.Bick@cdcr.ca.gov)>; Hart, Robin@CDCR <[Robin.Hart@cdcr.ca.gov](mailto:Robin.Hart@cdcr.ca.gov)>; [cchcsacctntlog@cdcr.ca.gov](mailto:cchcsacctntlog@cdcr.ca.gov); Williams, Joseph@CDCR <[Joseph.Williams@cdcr.ca.gov](mailto:Joseph.Williams@cdcr.ca.gov)>; Anderson, Jason@CDCR <[Jason.Anderson@cdcr.ca.gov](mailto:Jason.Anderson@cdcr.ca.gov)>; Armstrong Team - RBG only <[ArmstrongTeam@rbgg.com](mailto:ArmstrongTeam@rbgg.com)>; 'Armstrong Team' <[arm-plo@prisonlaw.com](mailto:arm-plo@prisonlaw.com)>

**Subject:** Pls' Letter re Tablet Contract (SATF Stipulation Item 12), 08-02-2024, 581-3 [IMAN-DMS.FID5932]

**CAUTION:** This email originated from outside of CDCR/CCHCS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ursula and Tamiya,

Please see the attached letter from attorney Caroline Jackson with Plaintiffs' Comments regarding the Request for Proposal for C5611826 IC+ (SATF Stipulation Item 12) and the dispute resolution process. This letter includes a request to meet and confer on August 7, 2024 between 9:30 a.m. and 12:30 p.m.

Sincerely,  
Simran Surtani  
Paralegal

**ROSEN BIEN GALVAN & GRUNFELD LLP**

101 Mission Street, 6th Floor  
San Francisco, CA 94105  
(415) 433-6830 (telephone)  
(415) 433-7104 (fax)  
[ssurtani@rbgg.com](mailto:ssurtani@rbgg.com)

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# Exhibit 24

**tania@prisonlaw.com**

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**From:** 'Olena Likhachova' via Armstrong Team <arm-plo@prisonlaw.com>  
**Sent:** Friday, September 27, 2024 3:18 PM  
**To:** Penny Godbold  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Anne Kammer; Stuter, Ursula@CDCR; Caroline Jackson; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacntlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR; Blagdon, Edmond@CDCR  
**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]  
**Attachments:** RFP Addendum Ex. 20 - Business Requirements.xlsx

Hi Penny,

I am writing to respond to your September 25, 2024, email. The 1 p.m. deadline that you set did not allow Defendants sufficient time to fully develop their position on all the items at issue. This response addresses Plaintiffs' requests no. 2 and 3 contained in the "Next Steps" section of your email; outlines Defendants' current position on ensuring deaf signers' equal access to phone calls and accommodations for individuals who may not be able to fully access certain content available on the tablets provided to them under the new tablet contract due to the screen size of the tablet; and proposes alternative language regarding exploration of a potential solution for deaf signer access to phone calls.

#### **Plaintiffs' "Next Steps" Requests**

1. Plaintiffs requested confirmation and a "legal cite" re: Defendants' ability to extend the existing tablet contract for six months.

**Defendants' Response:** See "Term of Contract" section of Agreement # C5611497 attached as Exhibit A to Dumalig Declaration provided on September 9, 2024, indicating that "the term of the base contract shall be (1) year with three (3) six (6) month optional extensions." Defendants have already used two of the three optional extensions.

2. Plaintiffs requested confirmation whether the reference to "kiosks" in the Dumalig Declaration include the standalone VRS stations.

**Defendants' Response:** Dumalig's declaration identifies 93 kiosk stations at SATF that, in addition to 179 docking stations, provide all incarcerated people at SATF with access to video calls. This does not include 11 standalone video relay service (VRS) stations exclusively available to hearing-impaired people who use ASL as their primary method of communication and are unable to use regular phone calls. Currently, incarcerated people using VRS stations can only see the sign language interpreter when calling their friends and family via VRS service (which currently functions as an accommodation for regular phone calls, not video-calling). As previously explained, Defendants are working on a solution that would allow the VRS station



user to see the person they are contacting in addition to the ASL interpreter to facilitate equal access to video calling.

Defendants will update Dumalig's declaration to include this information during the next round of briefing.

### **Equal Access to Phone Calls**

We now understand that during our discussions, Plaintiffs have conflated "access to video calls" with "access to phone calls using VRS." This needs to be cleared up. Video calls are only available via tablet kiosks and docking stations for all incarcerated people at SATF. Conversely, VRS stations (as currently configured) provide phone call access to hearing-impaired class members who use ASL as their primary method of communication by allowing the ASL user and a communication assistant (CA) to view and sign with each other while the CA is also connected to another user on the voice side of the call.

Video calls are not available to any incarcerated person inside their cells via a tablet. In-cell video-calls present significant safety and security concerns due to custody staff's inability to passively observe incarcerated people during those calls, unlike the passive observation available during incarcerated people's use of docking stations and kiosks located in common areas of the institution. To the extent that incarcerated people's movement outside of their cells is restricted during modified programming, video calls are not available to any incarcerated person. As such, hearing-impaired people have the same access to video calls as the incarcerated people without hearing impairments.

Plaintiffs' concern that deaf signers would have to "depend on custody staff in order to be allowed out of their cells and bed areas when other are not" (presumably to access VRS stations) is moot because of Defendants' plan to standardize times for all phone access on any device (i.e., wall, tablets, VRS stations and tablet kiosks.)

To the extent Plaintiffs are concerned that deaf signers won't have access to communication with their friends and family during modified programming, Defendants note that SATF dayrooms containing VRS stations are open during modified programming resulting from staff training. Because no phone access is available on tablets to anyone during certain types of modified programming, deaf signers have the same access to phone calls as their non-hearing-impaired counterparts during these types of modified programming events. During modified programming that does not fall into either of these categories, hearing-impaired people have access to communication with their friends and family through the messaging app available on their tablets. Moreover, the new tablet RFP contains a requirement for captioned call services on tablets that would allow hearing-impaired people to place captioned calls to their friends and family when they are unable to leave their cells during modified programming and tablet phone call access is not restricted due to safety and security concerns. (See attached RFP Addendum Ex. 20, ADA tab, line 52.)

Defendants are open to working with Plaintiffs and the Court Expert, using the parameters described below, to identify solutions to address (a) Plaintiffs' concern that deaf-signers are unable to make phone calls during certain modified programming events when other incarcerated people are able to place phone calls via tablets inside their cells; and (b) Defendants' safety and security concerns related to in-cell video communication with third parties that does not allow for passive observation by custody staff during modified programming, provided the solution(s) are consistent with CDCR's operational and infrastructural limitations (i.e. inability to activate cameras on tablets without docking stations, lack of independent network coverage in cells for devices other than tablets, etc.).

### **Screen Size Accommodation**

Defendants declined Plaintiffs' request to amend the tablet RFP to require a limited number of tablets with a larger screen size measuring at least 19.5 inches diagonally to all incarcerated people with low vision and those who use SLI or captioning services. Defendants declined this request not only because they do not intend to provide in-cell access to video communication, but also because: (a) Defendants do not intend to dictate to prospective vendors on how they should comply with the requirements of the RFP, including ADA requirements; (b) there are no minimum screen size requirements for tablets under the ADA; (c) 19.5-inch screens are not required by the ADA for access to captioning features; (d) vision-impaired people in the community regularly use devices measuring 6.9 inches and smaller; and (d)

there are no personal use tablets measuring 19.5 inches available to hearing and vision-impaired people in the community.

Defendants intend to ensure that class members (including those who use closed captioning, captioned calls, speech-to-text, and magnification functionality, or who may need a screen size larger than 8 inches) will be accommodated if they are unable to view certain content on their tablets or need an accommodation, as detailed below.

First, the 7-inch screen size (recently updated to 8 inches) was the minimum standard set by the new tablet RFP and the vendors are required to create their tablets in a way that provides access to closed captioning, captioned calls, speech-to-text, and magnification functionality in compliance with the ADA and FCC standards. It is up to the vendors to come up with a solution on how to comply with the RFP requirements. The tablet vendor may ultimately choose to create tablets with screens measuring at least 13 inches (as now requested by Plaintiffs).

Second, if a class member is not able to access content on the tablet due to the tablet's screen size (i.e., cannot both read enlarged captions and view video content), they can submit an 1824 request for reasonable accommodation in accordance with the process developed by the parties in connection with the SATF stipulation items 1-3. A person without a vision code may use this process to request an accommodation if they believe they need it. If necessary, that class member would then be evaluated by an appropriate specialist to determine an accommodation appropriate for their specific type of limitation.

It is impossible to determine every type of accommodation that may be appropriate to accommodate each class member's unique limitations and needs. But if a class member is recommended a larger screen size to be able to enlarge captions while viewing video content, CDCR will work with consultants to determine an alternate solution. It is well established that appropriate accommodations should be determined on a case-by-case basis and tailored to each individual's unique needs and challenges. Further, class members may only need accommodation for accessing certain types of tablet content. Therefore, Defendants will not agree to a one-size-fits-all approach of providing class members with larger tablets that have all of the same content and features as the tablets ultimately created by the vendor.

#### **Plaintiffs' Proposed Language**

Defendants are unable to agree to the language proposed by Plaintiffs regarding tablet screens for the reasons outlined above. Defendants propose the following alternative language related to deaf signers' access to phone calls:

The parties agree to continue to meet and confer for a limited period of time, with the assistance of the Court Expert, to identify a solution, required by the ADA, that enables equal access to phone calls for people whose primary method of effective communication is sign language when incarcerated people are not permitted to leave their cells during modified programming and in-cell phone access is available to incarcerated people without hearing impairments. The meet and confer period shall commence after the filing of the Joint Statement due on October 16, 2024 and shall end no later than on January 16, 2025. The parties agree to work, in conjunction with any technology experts engaged by the parties, on identifying all feasible solutions that could address Plaintiffs' stated equal access concerns and address Defendants' stated security concerns, including the need to passively observe and monitor an incarcerated person's video communication with third parties, to disable camera access when the tablet is not plugged into the docking station, to prevent any modification to the tablet that may enable unauthorized use, and to prevent the transmission or possession of unauthorized images; unauthorized written, video or audio content; or contraband. The solution(s) considered by the parties must consider operational and infrastructural limitations present in the carceral setting. The parties agree to gather all information to identify feasible solutions by January 1, 2025. If a solution is identified and it is feasible to implement the agreed-upon solution alongside the rollout of the new tablet contract, the parties agree to work to ensure implementation of the agreed-upon solution at the time of the rollout of the new tablets. If the parties are unable to agree on a solution that provides deaf signers equal access to phone call service during modified programming, the Court Expert will certify disagreement. If the Court Expert determines the parties are not able to reach agreement, the parties shall, within 30 days of the Court Expert's determination that an agreement cannot be

reached, submit a joint statement limited to 30 pages, with each party having 15 pages each, to the Court discussing the unresolved disputes.

Please let us know if this proposed alternative language is agreeable.

Thank you,

Olena

**Olena Likhachova** | Deputy Attorney General IV | California Department of Justice  
1300 I St., Sacramento, CA 95814  
Phone: (916) 591-9805 | Email: [olena.likhachova@doj.ca.gov](mailto:olena.likhachova@doj.ca.gov)

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# Exhibit 25



Amber Norris <anorris@prisonlaw.com>

## CDCR's DPP Matrix Response

1 message

**Boyd, Russa@CDCR** <Russa.Boyd@cdcr.ca.gov>

Fri, Feb 15, 2019 at 4:09 PM

To: Penny Godbold <PGodbold@rbgg.com>, Thomas Nolan <TNolan@rbgg.com>, "Gay C. Grunfeld" <GGrunfeld@rbgg.com>, Margot Mendelson <mmendelson@prisonlaw.com>, Rita Lomio <rlomio@prisonlaw.com>  
Cc: Armstrong Team <arm-plo@prisonlaw.com>, Armstrong Team - RBG only <ArmstrongTeam@rbgg.com>, Sharon Garske <Sharon.Garske@doj.ca.gov>, Annakarina De La Torre-Fennell <Annakarina.Fennell@doj.ca.gov>, Robert Henkels <Robert.Henkels@doj.ca.gov>, "Mitchell, Kelly@CDCR" <Kelly.Mitchell@cdcr.ca.gov>, "Miranda, Teauna@CDCR" <Teauna.Miranda@cdcr.ca.gov>, "Johas-Darnell, Georgia@CDCR" <Georgia.Johas-Darnell@cdcr.ca.gov>, "Bravo, Landon@CDCR" <Landon.Bravo@cdcr.ca.gov>, Ed Swanson <ESwanson@smhlegal.com>, "Cullen, Vincent@CDCR" <Vincent.Cullen@cdcr.ca.gov>, "Macomber, Jeff@CDCR" <Jeffrey.Macomber@cdcr.ca.gov>, "Davis, Tamiya@CDCR" <Tamiya.Davis@cdcr.ca.gov>, "Beland, Bruce" <Bruce.Beland@cdcr.ca.gov>

All,

I have attached CDCR's completed DDP Matrix Response along with an updated, color-coded Matrix. Here are notes for the actual matrix:

- The information from the approved 3/9/17 DPP Matrix is by Facility. As such, this information is included on the Matrix in the portion that identifies the Facility.
- Footnotes from the 3/9/17 DPP Matrix were not included in the Excel document, but are as follows:
  1. CHCF specialized medical beds endorsement controlled by HCPOP. DPP Matrix does not include other HCPOP controlled endorsements such as GACH, CTC, SNF, and OHU.
  2. Reception Centers (RCs) with partial or no DPP designated mission must transport inmates with disabilities that impact placement within seven days to other nearby designated RCs.
  3. Except for DPW and DPO, DDP placement needs override DPP placement need.
  4. DLT designated inmates may be placed at non-designated institutions. Exclusions are: CMC-E, CRC, FSP, SQ-GP, SCC I&II, and CCI.
  5. MCSP, SVSP, and HDSP will accept DPH and DPS inmates. Exclusions to this are DPH and DPS inmates requiring SLI services. There are no SLI services available at these three institutions.
- The peach/orange highlight is the identification of disagreement items, that did not change, and discussion is in the narrative.
- The green highlight is for items that were changed from the original submittal in July 2017, where we changed it based on agreement with the Plaintiffs' response.

After you have had a chance to review, let's discuss setting up a phone call or meeting to regroup and figure out next steps.

Thanks,

Russa

---

**2 attachments**

**DPP Matrix Response.pdf**  
12401K



**DPP Matrix Revised based on Narrative (Rev 2-15-19).xlsx**  
156K



**CAMU RESPONSES TO RBGG DPP MATRIX REVIEW****General Comments**

- A. Monitors identified multiple areas where the proposed Matrix differs from prior, agreed on placements. In some cases, such as Defendants' proposal to expand placements for DPH/DPS non-SLI users, Plaintiffs are open to considering such changes, as discussed in more detail below. Regarding adjustments to housing DPV or any impacting mobility code placements in areas that were surveyed as part of the Master Plan process and deemed non-ADA accessible for those codes, Plaintiffs do not agree to changes. These changes are not red-lined in the proposed Matrix so it is difficult to determine exactly which placements Defendants are requesting to re-designate that were previously deemed non-ADA accessible. Avenal State Prison Facility E, for example, is one such area. Plaintiffs' request clarification as to all areas that Defendants propose redesignating for DPV or impacting placement mobility codes.

**Response**

The CDCR, in an effort to maximize the housing placement opportunities for mobility, vision, hearing, and speech impaired inmates, has identified institutions in the Matrix that can house these inmates, with or without accommodation. In some areas, such as SHU or ASU housing, staff will provide assistance, when necessary. Areas will be removed from the Matrix if it is determined that the location is unable to accommodate inmates with certain disabilities. Areas identified in the Matrix that can be accessible to some class members inmates but that may pose a challenge to other disabled inmates based on their individualized disability/medical condition/accommodation needs, such as certain level terrain settings, may utilize the Reasonable Accommodation Request process to advise staff of their issue so they can be better accommodated or transferred to another facility or institution that meets their individual needs. The inmate's individual needs can and should be assessed on a case-by-case basis and they should either be accommodated or transferred when necessary. It would be contrary to the spirit of the ADA to arbitrarily exclude an entire class of disabled inmates from being housed at a location because a portion of that population might experience difficulty in that setting.

- B. Plaintiffs reiterate concerns that this system does not identify which beds, or even how many beds, are available to cover each of the DPP categories. Thus, per this Matrix, it appears that an entire tier in a building might be appropriate for DPW placement, which is not the case. Nevertheless, we understand that this is a stepping stone towards bed-level identification of placements.

**Response**

The CDCR currently uses a one-page Matrix that provides a macro view of where mobility, vision, hearing, and speech impaired inmates may be housed throughout the state. The existing Matrix does not comport with CDCR's goal to allow flexibility and house inmates at appropriate institutions whenever possible. As the plaintiffs acknowledge, the proposed Matrix currently under development and review is a significant improvement, and a step towards CDCR's goal of identifying appropriate housing options at the bed level. The CDCR believes this current step is necessary to build a bed-level Matrix. Defendants have explained to Plaintiffs that the Matrix, when finalized, will not appear to allow an entire tier in a building to possibly be appropriate for DPW placement. Only those beds that meet DPW requirements will be designated for DPW inmates. Staff throughout the state are able to accommodate inmates at the bed level depending on their disability and accommodation needs to access the prison's programs, services and activities. The CDCR is committed to safely providing access to programs, services, and activities to all inmates, with or without accommodation.



- C. Plaintiffs are also concerned that Defendants are requesting Plaintiffs to “approve” this Matrix when it is impossible to recall from memory whether every placement that is listed is appropriate for every DPP code designated on the chart. This is further complicated by the fact that any changes to the status quo are not highlighted for Plaintiffs. Plaintiffs have not physically toured multiple nondesignated units in years. Our comments below are based on our best guess at conditions but are subject to change if, after visiting the prisons with an eye towards confirming placements listed in this Matrix, Plaintiffs disagree. Defendants have stated that this is a work in progress and Plaintiffs were assured that SOMS could be easily modified if it is discovered that the placements listed on the Matrix are not appropriate.

#### **Response**

The CDCR is committed to safely providing access to programs, services, and activities to all inmates, with or without accommodation. Areas will be removed from the Matrix when it is determined that the location is unable to accommodate inmates with certain disabilities. For example, a mobility impaired inmate who uses a wheelchair to access programs, services, and activities, should not be housed in a setting that requires him/her to navigate stairs. Many decisions, however, will be made on a case-by-case basis, consistent with ADA law, so as to not arbitrarily exclude an entire class of disabled inmates. Defendants are committed to working collaboratively to develop a Matrix that provides CDCR more housing opportunities for inmates with disabilities. Defendants do not seek to designate cells or beds as accessible within the Matrix when they are, in fact, not accessible for a specific disability code or a specific inmate’s unique needs. Defendants agree that, if there is a question or disagreement about whether or not a bed or cell should be classified as “accessible” in the Matrix, CDCR will not identify that bed or cell as accessible on the Matrix unless and until a question or disagreement is resolved. Defendants suggest that the parties discuss ways to resolve question and disagreements so that Plaintiffs have a sufficient level of comfort with the Matrix, but Defendants are not requesting that Plaintiffs “approve” the Matrix thereby setting it in stone. The Matrix will be fluid.

- D. The Matrix designates with an “X” multiple non-designated prisons for DPH/DPS placement and states, in Note A, “DPH and DPS inmates who do not require SLI may be housed at prison. Accommodations will be provided in lockup and treatment units.” Defendants proposal represents a significant change from the current Matrix which requires DPH/DPS go to designated prisons, regardless of whether they have SLI as their primary means of communication. Plaintiffs welcome the expansion of locations where DPH/DPS non-SLI class members can be housed. However, Plaintiffs are concerned about staff members at non-designated prisons providing accommodations to a population with such intensive effective communication needs. Plaintiffs are also concerned about those class members, who are unable to talk, being housed in remote non-designated locations. As such, Plaintiffs would like to discuss with Defendants which placements might be appropriate. If those placements are successful in accommodating DPH/DPS class members who do not use SLI we would be willing to discuss further expansion to other locations. Plaintiffs would also like to discuss the possibility of expanding placements for SLI users.

#### **Response**

The CDCR is committed to maximizing the housing placement options for disabled class members. Staff throughout the State are able to accommodate an inmate’s effective communication and accommodation needs, including inmates with hearing or speech impairments and inmates with limited English proficiency. It would be contrary to the spirit of the ADA to arbitrarily exclude an entire class of disabled inmates from being housed at a location. What one person calls a remote location, another person calls home. Furthermore, arbitrarily limiting the placement options for an inmate may further limit their ability to access beneficial programs, services, and activities.



# Exhibit 26

**tania@prisonlaw.com**

---

**From:** arm-plo@prisonlaw.com on behalf of Penny Godbold <PGodbold@rbgg.com>  
**Sent:** Friday, September 27, 2024 4:25 PM  
**To:** Olena Likhachova  
**Cc:** Ferguson, Patricia@CDCR; Meyer, Nicholas@CDCR; Thao, Chor@CDCR; Ruiz, Ramon@CDCR; Lau-Silveira, Ava; CDCR OLA Armstrong CAT Mailbox; 'Ed Swanson'; audrey@smlp.law; August Gugelmann; Moses, Jane@CDCR; Dovey, John@CDCR; Leon Guerrero, Joshua@CDCR; Scotland, Antronne@CDCR; Sharma, Dharmendra@CDCR; Sharon Garske; Trace Maiorino; Sean Lodholz; Anne Kammer; Stuter, Ursula@CDCR; Caroline Jackson; Gurpreet Sandhu; Lorey, Dawn@CDCR; White, Lourdes@CDCR; Mebane, Darnell@CDCR; Hernandez, Jillian@CDCR; Lo, Cory@CDCR; Perez, Aaron@CDCR; CDCR CCHCS Advocacy Correction Services; CDCR CAMU Advocacy Mailbox; Burkart, Brianne@CDCR; Stevens, Dawn@CDCR; Toche, Diana@CDCR; Bick, Dr. Joseph@CDCR; Hart, Robin@CDCR; cchcsacctntlog@cdcr.ca.gov; Williams, Joseph@CDCR; Anderson, Jason@CDCR; Edwards, Joseph.K@CDCR; Armstrong Team - RBG only; 'Armstrong Team'; Davis, Tamiya@CDCR; Simran Surtani; Dumalig, Sylvia@CDCR; Blagdon, Edmond@CDCR  
**Subject:** RE: Tablet Negotiations Next Steps [IMAN-DMS.FID5932]

Hi Olena,

Thank you for your message. Plaintiffs' counsel are considering your email and proposed language. One question regarding Defendants' plan to accommodate class members through the SATF Stip 1-3 process if they need access to a tablet with a larger screen than provided by the statewide vendor:

How will Defendants ensure that alternative (larger screen) tablets provided through the 1824 process are able to access all of the same content, apps, features (including accessibility features), wifi options, or any other tablet services provided to all other tablets under the statewide tablet contract?

Thanks,  
-Penny

---

# Exhibit 27



DATE: September 25, 2024

RE: Notice of Addendum 1 to RFP C5611826 for Communications and  
Technology Solution (IC+)

TO: Interested Bidders

Revisions as noted in the attached Addendum 1 Summary have been made to referenced documents.

The attached list is for summary purposes only. This list may not be all inclusive. **Bidders should replace all previous files with those marked as Addendum 1 and are cautioned to carefully inspect all documents of this Addendum in order to identify every detailed change.**

Questions and/or request of any changes related to Addendum 1 must be submitted to the Procurement Officer's by Wednesday, October 2, 2024 5:00 p.m. PT.

Note: The original version and any subsequent addenda of the RFP released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the RFP in its entirety shall take precedence.

Thank you,

Amy Snow and Athena Pennington

Procurement Officer's

[Amy.Snow@state.ca.gov](mailto:Amy.Snow@state.ca.gov)

[Athena.Pennington@state.ca.gov](mailto:Athena.Pennington@state.ca.gov)

**RFP C5611826, Addendum 1 Change Log**

| <b>Chg No.</b> | <b>Document</b> | <b>Page No.</b> | <b>Section Reference</b>                                       | <b>Change</b>                 | <b>Q&amp;A Set 1 Q#</b> |
|----------------|-----------------|-----------------|----------------------------------------------------------------|-------------------------------|-------------------------|
| 1              | RFP Part 1      | 8               | 1.4 CURRENT ENVIRONMENT                                        | Modified language.            | n/a                     |
| 2              | RFP Part 1      | 9               | 1.5.1.1 COMMUNICATION SERVICES                                 | Modified language.            | 31                      |
| 3              | RFP Part 1      | 13              | 2.2.1 PROCUREMENT OFFICER                                      | Clarified language.           | n/a                     |
| 4              | RFP Part 1      | 15              | Table 2-2: Key Action Dates                                    | Added language for clarity.   | n/a                     |
| 5              | RFP Part 1      | 28              | 3.11.3 CDCR SPECIAL PROVISIONS                                 | Corrected Appendix name.      | 35, 89                  |
| 6              | RFP Part 1      | 28              | 3.18 BONDS AND OTHER SECURITY DOCUMENTS (M)                    | Modified language.            | 84, 189                 |
| 7              | RFP Part 1      | 32              | 3.19.2 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (O) | Updated link.                 | 90                      |
| 8              | RFP Part 1      | 34              | 3.19.4 NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)         | Updated language for clarity. | 98, 154                 |
| 9              | RFP Part 1      | 39              | 3.21 PUBLIC WORKS REQUIREMENTS (M)                             | Updated language for clarity. | 37                      |
| 10             | RFP Part 1      | 42              | 4.1.1 BIDDER QUALIFICATIONS (M)                                | Modified language.            | 34                      |
| 11             | RFP Part 1      | 47              | 5 COST                                                         | Updated language for clarity. | n/a                     |
| 12             | RFP Part 1      | 49              | 5.2 COST WORKBOOK INSTRUCTIONS                                 | Added language for clarity.   | n/a                     |

| <b>Chg No.</b> | <b>Document</b> | <b>Page No.</b> | <b>Section Reference</b>                                            | <b>Change</b>                    | <b>Q&amp;A Set 1 Q#</b> |
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| 13             | RFP Part 1      | 55              | 7.2.3 VALIDATION AGAINST REQUIREMENTS AND REQUEST FOR CLARIFICATION | Added language for clarity.      | n/a                     |
| 14             | RFP Part 1      | 56              | 7.2.4 ERRORS IN THE FINAL PROPOSAL                                  | Updated language for clarity.    | 38                      |
| 15             | RFP Part 1      | 68-70           | 7.2.10 COST EVALUATION                                              | Modified language.               | 31                      |
| 16             | RFP Part 1      | 71-72           | 7.2.10.1 COST WORKSHEET 1 EVALUATION                                | Updated language for clarity.    | 15                      |
| 17             | RFP Part 1      | 73              | 7.2.10.2 COST WORKSHEET 3 EVALUATION                                | Updated language for clarity.    | n/a                     |
| 18             | RFP Part 1      | 74-76           | 7.2.13 SMALL BUSINESS PREFERENCE                                    | Updated language for clarity.    | 92, 98                  |
| 19             | RFP Part 1      | 83              | ATTACHMENT 3: BIDDERS' LIBRARY TABLE OF CONTENTS                    | Modified table for clarity.      | 50                      |
| 20             | RFP Part 2      | 85              | Cover page                                                          | Modified language.               | 40                      |
| 21             | RFP Part 2      | 92-93           | EXHIBIT 4: RESPONSE TO ADMINISTRATIVE REQUIREMENTS                  | Formatted checkboxes throughout. | 137                     |
| 22             | RFP Part 2      | 111             | EXHIBIT 17: BIDDER QUALIFICATION FORM – INSTRUCTIONS                | Updated language for clarity.    | 47                      |
| 23             | RFP Part 2      | 118             | EXHIBIT 18: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS            | Updated language for clarity.    | n/a                     |
| 24             | RFP Part 2      | 129-131         | EXHIBIT 18.4: KEY STAFF - QUALIFICATIONS FORM – TRAINING MANAGER    | Fixed Numbering.                 | 2                       |

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| 25      | RFP Part 2                    | 137      | EXHIBIT 18.6: KEY STAFF - QUALIFICATIONS FORM – CUSTOMER SUPPORT MANAGER | Fixed Numbering.              | 3            |
| 26      | RFP Part 2                    | 141      | EXHIBIT 18.7: KEY STAFF - QUALIFICATIONS FORM – ADA COORDINATOR          | Fixed Numbering.              | 4            |
| 27      | RFP Part 2                    | 149-150  | EXHIBIT 23: NARRATIVE RESPONSES                                          | Updated language for clarity. | 31, 51       |
| 28      | Appendix A: Statement of Work | 6        | 2 PURPOSE                                                                | Updated language for clarity. | n/a          |
| 29      | Appendix A: Statement of Work | 7        | 4 CONTRACT CONTACTS                                                      | Updated language for clarity. | n/a          |
| 30      | Appendix A: Statement of Work | 11       | 5.5 VRS CALLS                                                            | Updated language for clarity. | n/a          |
| 31      | Appendix A: Statement of Work | 11       | 5.7 CDCR POLICY AND REGULATIONS COMPLIANCE                               | Updated language for clarity. | n/a          |
| 32      | Appendix A: Statement of Work | 12       | 7 DATA BACKUPS                                                           | Updated language for clarity. | n/a          |
| 33      | Appendix A: Statement of Work | 13       | 9 CONTRACTOR ROLES AND RESPONSIBILITIES                                  | Updated language for clarity. | n/a          |
| 34      | Appendix A: Statement of Work | 14       | 10 CONTRACTOR ONBOARDING - CALIFORNIA PROCESS                            | Updated language for clarity. | n/a          |
| 35      | Appendix A: Statement of Work | 18       | 12 KEY STAFF CHANGES                                                     | Updated language for clarity. | 53           |

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|----------------|-------------------------------|-----------------|--------------------------------------------|--------------------------------------------------|---------------------------|
| 36             | Appendix A: Statement of Work | 22              | 17.1 SERVICE LEVEL AGREEMENT (SLA) REPORTS | Updated language for clarity.                    | 108                       |
| 37             | Appendix A: Statement of Work | 25              | 17.2.2 AD HOC REPORTS                      | Updated language for clarity.                    | 112                       |
| 38             | Appendix A: Statement of Work | 30              | 17.2.11 USER ID CREATION REPORT            | Updated language for clarity.                    | 116                       |
| 39             | Appendix A: Statement of Work | 33              | 18 SECURITY                                | Updated language for clarity.                    | n/a                       |
| 40             | Appendix A: Statement of Work | 33-34           | 19.1 HARDWARE REQUIREMENTS                 | Updated language for clarity.                    | n/a                       |
| 41             | Appendix A: Statement of Work | 34              | 19.1.3 VIDEO RELAY SYSTEM (VRS)            | Updated language for clarity.                    | n/a                       |
| 42             | Appendix A: Statement of Work | 36              | 23 CABLING AND POWER INSTALLATION          | Updated language for clarity.                    | n/a                       |
| 43             | Appendix A: Statement of Work | 38              | 25 PRE-INSTALLATION DOCUMENTATION          | Updated language for clarity.                    | n/a                       |
| 44             | Appendix A: Statement of Work | 38-39           | 26 SYSTEM IMPLEMENTATION                   | Updated language for clarity.                    | 18, 87                    |
| 45             | Appendix A: Statement of Work | 84              | 33.11 IMPLEMENTATION TIMELINES             | Updated language for clarity.                    | n/a                       |
| 46             | Appendix A: Statement of Work | 92-93           | 34.1 CONTRACT ADMINISTRATIVE FEE           | Updated language for clarity.                    | 93, 96, 162-166           |
| 47             | Appendix A: Statement of Work | 98-103          | 35 GLOSSARY OF TERMS                       | Modified definitions for clarity and renumbered. | 6, 31, 109, 110, 127, 167 |



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| 48             | Appendix B – CDCR Special Provisions | 117             | T. PRISON RAPE ELIMINATION POLICY        | Updated language for clarity.    | n/a                     |
| 49             | Exhibit 20 – Business Requirements   | multiple        | Multiple Tabs                            | Corrected yes/no column F.       | 1, 11, 41, 59           |
| 50             | Exhibit 20 – Business Requirements   | n/a             | ADA, ADA-125                             | Modified requirement.            | 197                     |
| 51             | Exhibit 20 – Business Requirements   | n/a             | ADA, ADA-129                             | Modified requirement.            | 23                      |
| 52             | Exhibit 20 – Business Requirements   | n/a             | ADA, ADA-137                             | Modified requirement.            | 196                     |
| 53             | Exhibit 20 – Business Requirements   | n/a             | ADA column I (lines ADA-143 and ADA-144) | Deleted column I.                | 42, 61, 122             |
| 54             | Exhibit 20 – Business Requirements   | n/a             | ADA, ADA-602                             | Modified requirement.            | 193                     |
| 55             | Exhibit 20 – Business Requirements   | n/a             | ADA, ADA-604 and ADA-605                 | Added 2 requirements.            | 194                     |
| 56             | Exhibit 20 – Business Requirements   | n/a             | IP Entertainment, ENT-107                | Modified requirement.            | 20                      |
| 57             | Exhibit 20 – Business Requirements   | n/a             | Communication, COM - 003                 | Updated requirement for clarity. | 192                     |
| 58             | Exhibit 20 – Business Requirements   | n/a             | Communication, COM - 012                 | Updated requirement for clarity. | 190, 191                |
| 59             | Exhibit 20 – Business Requirements   | n/a             | Communication, COM - 012                 | Updated requirement for clarity. | 198                     |

| <b>Chg No.</b> | <b>Document</b>                     | <b>Page No.</b> | <b>Section Reference</b>              | <b>Change</b>                    | <b>Q&amp;A Set 1 Q#</b> |
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| 60             | Exhibit 20 – Business Requirements  | n/a             | Communication, COM - 013              | Updated requirement for clarity. | 198                     |
| 61             | Exhibit 20 – Business Requirements  | n/a             | Communication, PH-001 – PH-007        | Reformatted.                     | 43                      |
| 62             | Exhibit 20 – Business Requirements  | n/a             | Communication, EL-001 - EL-007        | Removed requirements.            | 66, 169                 |
| 63             | Exhibit 20 – Business Requirements  | n/a             | IP Services, column F                 | Reformatted.                     | 44, 179                 |
| 64             | Exhibit 20 – Business Requirements  | n/a             | IP Services, OS-106                   | Modified requirement.            | 172                     |
| 65             | Exhibit 20 – Business Requirements  | n/a             | CDCR Staff Tools & Services, #MTS-106 | Removed requirement.             | 67                      |
| 66             | Exhibit 21 – Technical Requirements | n/a             | Instructions                          | Modified language.               | 198                     |
| 67             | Exhibit 21 – Technical Requirements | n/a             | Network, NET-106                      | Modified requirement.            | 21, 22                  |
| 68             | Exhibit 21 – Technical Requirements | n/a             | Tablet, TAB-101                       | Modified requirement.            | 24, 25, 182             |
| 69             | Exhibit 21 – Technical Requirements | n/a             | Tablet, TAB-102                       | Modified requirement.            | 26, 187, 199            |
| 70             | Exhibit 21 – Technical Requirements | n/a             | Tablet, TAB-103                       | Modified requirement.            | 27                      |
| 71             | Exhibit 21 – Technical Requirements | n/a             | Tablet, TAB-112                       | Modified requirement.            | 195                     |

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| 72             | Exhibit 21 – Technical Requirements | n/a             | Video Calling Service, VCS-109           | Modified requirement.                             | 198                     |
| 73             | Exhibit 21 – Technical Requirements | n/a             | VRS, VRS-101 through VRS-112             | Modified requirements.                            | 198                     |
| 74             | Exhibit 22 – Deliverables Table     | 19-20, 26       | Contractor's Deliverable Due Date column | Modified due date for 2 deliverables.             | 58, 120                 |
| 75             | Exhibit 24 – Cost Workbook          | n/a             | Cost Worksheet 1                         | Added Column F for Not to Exceed (NTE) amount.    | 15                      |
| 76             | Exhibit 24 – Cost Workbook          | n/a             | Cost Worksheet 1                         | Deleted Item 4.                                   | 31                      |
| 77             | Exhibit 24 – Cost Workbook          | n/a             | Cost Worksheet 1                         | Deleted Item 18.                                  | 31                      |
| 78             | Exhibit 24 – Cost Workbook          | n/a             | Cost Worksheet 3                         | Modified language for clarity.                    | 45                      |
| 79             | Exhibit 24 – Cost Workbook          | All             | All Cost Worksheets                      | Reformatted cells to allow only 2 decimal places. | 95                      |



**California Department of Corrections and Rehabilitation  
REQUEST FOR PROPOSAL (RFP)**

**RFP C5611826**

**PART 1 – BIDDER INSTRUCTIONS**

**FOR**

**Communications and Technology Solution (IC+)**

**Addendum 1**

**09/25/2024**

Issued by:

**STATE OF CALIFORNIA**

**California Department of Technology**

**10860 Gold Center Drive,**

**Rancho Cordova, CA 95670**

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its Proposal Submission, including the California Department of Technology/Office of Statewide Technology Procurement (CDT/OSTP) administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

State of California  
CDCR

RFP C5611826, [Addendum 1](#)  
Part 1 – Bidder Instructions

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State of California  
CDCR

RFP C5611826, Addendum 1

Part 1 – Bidder Instructions

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State of California  
CDCR

RFP C5611826, Addendum 1  
Part 1 – Bidder Instructions

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## **1 INTRODUCTION**

This solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611. The format that bid information is to be submitted and the material to be included therein follows. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities before and after award.

### **1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal (hereafter referred to as "solicitation") is to obtain proposals from qualified bidders to provide California Department of Corrections and Rehabilitation (CDCR) and the State of California (hereafter referred to as "State") with a solution (collectively referred to as "I-Connect +" or ("IC+")) to enhance Incarcerated people communications, provide electronic access to new services, increase access to existing services for Incarcerated people through advancements in technology, and provide increased rehabilitative opportunities. The bidder awarded the contract will procure and provide all equipment, infrastructure, hardware, and software. The bidder awarded the contract will provide all maintenance and operational support for equipment, infrastructure, software, and hardware for the entire term of the Contract.

Responses to this solicitation will be evaluated based on the bidder's total proposal in response to the requirements of this solicitation. The Contract award, if made, will be to the single bidder awarded the highest points as calculated in accordance with the methodology defined in Section 7, Evaluation.

### **1.2 BACKGROUND**

CDCR has various types of correctional facilities and field offices located throughout the State of California. This encompasses an incarcerated people of approximately 96,000 in custody throughout various institutions and facilities. In addition, CDCR is responsible for approximately 35,000 parolees throughout the state. CDCR's mission is to facilitate the successful reintegration of the individuals in their care back to their communities equipped with the tools to be drug-free, healthy, and employable members of society by providing education, treatment, rehabilitative, and restorative justice programs, all in a safe and humane environment.

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### 1.3 TERM OF CONTRACT

Effective upon approval by the California Department of Technology (CDT) and Contract execution, the term of the base Contract shall be six (6) years. The State, at its sole discretion, may exercise its option to execute up to four (4), one (1) year extensions for a maximum Contract term of ten (10) years (includes Base Contract term plus all optional extensions). Should the State choose to exercise the option to extend the Contract term, the Contractor will be notified in writing by the CDT, 90 days in advance of the commencement of each option period and a contract amendment will be executed by all parties.

The Contractor shall not be authorized to deliver or commence performance of services described in Appendix A - Statement of Work (SOW) until written approval by CDT. Any delivery or performance of service that is commenced prior to CDCR signing the Contract shall be considered voluntary on the part of the Contractor.

### 1.4 CURRENT ENVIRONMENT

CDCR currently has the Communications Technology Solution (CTS) that provides the incarcerated people enhanced communications and services like messaging, inbound photos, e-books, short video clips, music, games, movies and other technology solutions via telephones, tablets and kiosks. TTY/TDD phones are available at designated institutions where hearing impaired individuals reside. Video Relay Service/~~American Sign Language Video Calling Systems~~ (VRS/~~ASL-VCS~~) ~~are~~is available for hearing impaired individuals that use American Sign Language as their primary means of communication.

The CTS project provides the incarcerated people the ability to pay to print approved messages and photos. The CTS project also includes options to purchase entertainment services such as music, movies, and streaming news/sports.

In addition to the above, the CTS provides CDCR authorized staff with the ability to monitor, approve or prohibit communications.

### 1.5 PROPOSED ENVIRONMENT

The proposed environment shall meet the objectives in this section. Refer to Appendix A – Statement of Work, Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements for additional details and requirements for the objectives.

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### **1.5.1 SOLUTION OBJECTIVES – SERVICES AND INFRASTRUCTURE**

CDCR is seeking implementation of an IC+ solution that includes the services for incarcerated people in the following areas:

1. Communication Services
2. Information Services
3. CDCR and third-party applications
4. Management Tools and Support
5. Investigative Tools and Support
6. Network infrastructure to support IC+
7. Maintenance and support for services, network infrastructure and hardware.

#### **1.5.1.1 COMMUNICATION SERVICES**

The communication objectives are:

1. Provide communication services consisting of voice (telephone calls), e-messages, ~~e-letters~~, photographs, e-cards, video messages and video calls to communicate with friends, family, and other authorized individuals.
2. Provide communication services to hearing and visually impaired individuals in compliance with the American with Disabilities Act (ADA), Federal Communications Commission (FCC), and United States Department of Justice (US DOJ).
3. Ensure communication service devices are installed and maintained in compliance with ADA standards.
4. Provide authorized hotlines for incarcerated people to use that are configurable to be monitored and/or not monitored.
5. The primary communication devices used for voice communication are telephones, tablets, kiosks, and TTY/TDDs.

The Contractor must provide at least as many communication devices as are currently installed and provided and any supporting equipment (refer to “Current CTS Equipment List [Addm 1](#)” document in the Bidder’s Library for quantities).

At CDCR’s direction, the Contractor shall add or remove communication devices and/or supporting equipment at the deployed locations or at additional locations without additional cost to CDCR, incarcerated people, and called parties.

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The Contractor will be allowed to use the existing telephones and infrastructure with the understanding that an equipment refresh two (2) years after contract award or as agreed to by CDCR will be required.

As part of the essential communications, ~~Video Relay Service/American Sign Language Video Calling Services (VRS/ASL VCS)~~ will be provided to accommodate hearing impaired individuals in compliance with ADA, FCC, and US DOJ regulations and guideline at CDCR locations. In addition, communication services must be provided to accommodate visually impaired individuals to comply with ADA, FCC, and US DOJ regulations and guidelines. Assistive Technology shall be used to ensure the visually impaired and hearing-impaired individuals are afforded reasonable accommodation to utilize the communication services being provided.

#### **1.5.1.2 INFORMATION SERVICES**

The information services objectives are:

1. Provide incarcerated people electronic access to (via tablets/kiosks) general information regarding policies, regulations, procedures, manuals, and other essential information as determined by CDCR.
2. Establish an electronic repository where incarcerated people can access and search for information.

#### **1.5.1.3 CDCR AND THIRD-PARTY APPLICATIONS**

The CDCR and third-party applications objective is:

1. Provide the incarcerated people access to CDCR and third-party applications including, but not limited to education and rehabilitative services, health care services, law library, trust and banking services, appeals and grievances and canteen services on the kiosk and tablets as required.

#### **1.5.1.4 MANAGEMENT TOOLS AND SUPPORT**

The management tools and support objectives are:

1. Provide CDCR Staff the ability to manage, monitor, record, and track Incarcerated people, friends, and family IC+ communications, activities, and service utilization.
2. Reduce manual processes and hard copy forms through the use of electronic technology. Automation must be seamless, error-free and efficient.

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3. Improve the efficiency to manage and monitor the services provided to the Incarcerated people.
4. Provide capability for reporting and metrics to measure and demonstrate compliance and quality improvement.
5. Provide secure web-based access to CDCR staff for management capabilities based on the Incarcerated people's privilege group, status, and restrictions.

#### **1.5.1.5 INVESTIGATIVE TOOLS AND SUPPORT**

The investigative tools and support objective is:

1. Provide the ability for CDCR staff to perform forensic investigations on both real-time and historical activity associated with telephone conversations and electronic correspondence made through IC+ devices.

#### **1.5.1.6 NETWORK INFRASTRUCTURE**

The Network infrastructure objective is:

1. Provide design, engineer, install, test, and maintain all network infrastructure required to provide and meet all requirements for the IC+ solution.

#### **1.5.1.7 MAINTENANCE AND SUPPORT FOR IC+**

The maintenance and support for the IC+ solution objective is:

1. Provide maintenance, operational support, and remediations for the IC+ solution for equipment, infrastructure, software, and hardware for the entire term of the Contract.

### **1.6 AMERICANS WITH DISABILITIES ACT (ADA)**

To comply with the nondiscrimination requirements of Americans with Disabilities Act (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in Section 2.2.1, Procurement Officer. You may also contact the State of California at the numbers listed below.

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Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due date for procurement documents.

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech to Speech: 1-800-854-7784

## **2 BIDDING INSTRUCTIONS**

### **2.1 BIDDER ADMONISHMENT**

This procurement will follow a phased approach designed to increase the likelihood of a successful proposal and the Bidder's eligibility for an Invitation to Negotiation.

Specific information regarding this phased approach is found in Part 1, Section 2.5: *Bidding Steps* and Part 1, Section 7, *Evaluation*, of the solicitation. The Bidder should refer to Part 1, Section 2.5, *Bidding Steps* to understand the phases applicable to this solicitation. It is the Bidders' responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit required responses by the dates and times specified in Part 1, Section 2.3, *Key Action Dates*.
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a Proposal to ensure nothing has been overlooked.

### **2.2 COMMUNICATIONS AND CONTACTS**

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov).

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official. Written questions must be submitted by email



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to the Procurement Officer identified in Section 2.2.1, *Procurement Officer*, using Attachment 1, *Template for Question Submittal*. All written questions submitted by the deadline specified in Section 2.3, *Key Action Dates*, will be responded to at the same time with all questions and answers posted to Cal eProcure in the form of a question and answer (Q&A) set.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this solicitation.

### 2.2.1 PROCUREMENT OFFICER

The Procurement Officer is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate, submit questions, and submit all other correspondence regarding this procurement to ~~the both~~ Procurement Officer's [es](#) at the email address [es](#) below in Table 2-1: Procurement Officer.

**Table 2-1: Procurement Officer**

|                                       |                                                                                              |
|---------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Department Name:</b>               | California Department of Technology,<br>Office of Statewide Technology<br>Procurement (OSTP) |
| <b>Procurement Officer:</b>           | Amy Snow                                                                                     |
| <b>Email:</b>                         | <a href="mailto:amy.snow@state.ca.gov">amy.snow@state.ca.gov</a>                             |
| <b>Phone:</b>                         | 916-460-9817                                                                                 |
| <b>Secondary Procurement Officer:</b> | Athena Pennington                                                                            |
| <b>Email:</b>                         | <a href="mailto:Athena.Pennington@state.ca.gov">Athena.Pennington@state.ca.gov</a>           |
| <b>Phone:</b>                         | 916-460-9814                                                                                 |

### 2.2.2 QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive proposal process may request clarification by submitting questions using Attachment 1, *Template for Question Submittal*, in an email (using the solicitation identification information from the solicitation title page) to the Procurement Officer listed in Section 2.2.1. To ensure a response, questions must be received in writing by the scheduled date(s) specified in Section 2.3, *Key Action Dates*. Question and answer (Q&A) sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.



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If a Bidder who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary aspect of the question, the question and answer will not be confidentially maintained, and the Bidder will be so notified.

### **2.2.3 BIDDERS' LIBRARY**

The bidder is encouraged to review the information in the Bidders' Library to gain a thorough understanding of the IC+ solution. The Table of Contents listing the documents that are included in the Bidders' Library can be found in Attachment 3, Bidder's Library Table of Contents. The State will provide updated information as it becomes available during the course of the solicitation.

To obtain Bidders' Library access, bidders must complete the following in an email to the Procurement Officer's listed in Section 2.2.1.

1. Sign and submit Exhibit 1: Intent to Bid
2. Sign and submit Exhibit 2: Confidentiality Statement
3. Identify a Bidders' Library single point of contact, email address, street address, and phone number.

A User ID, password and URL will be emailed back to the bidder's single point of contact within three (3) business days after receipt of the above information.

Bidders should check frequently for updates to the Bidders' Library. Bidders shall not share or provide this information to anyone.

### **2.3 KEY ACTION DATES**

Table 2-2: Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the last day to submit Final Proposal. Dates listed after the last day to submit Final Proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time.

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**Table 2-2: Key Action Dates**

| <b>Key Action Dates<sup>4</sup></b>                                                                                                                                                                                                                                                                                                                                                                 |                                                                                           |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------|
| <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                                         | <b>Action</b>                                                                             | <b>Date and Time<sup>1,4</sup></b> |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                  | Release Solicitation                                                                      | July 15, 2024                      |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                  | Last Day to submit Exhibit 1: Intent to Bid and Exhibit 2: Confidentiality Statement      | July 29, 2024                      |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                  | Last Day to submit Gate Clearance form to participate in site visits                      | July 29, 2024                      |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                  | Site Visits                                                                               | August 19 and 20, 2024             |
| 5.                                                                                                                                                                                                                                                                                                                                                                                                  | Last day to submit written questions using Attachment 1, Template for Question Submittal. | August 28, 2024                    |
| 6.                                                                                                                                                                                                                                                                                                                                                                                                  | Last day to submit Electronic Vendor Application Qualification (eVAQ)                     | August 28, 2024                    |
| 7.                                                                                                                                                                                                                                                                                                                                                                                                  | State releases Question and Answer Set                                                    | September 25, 2024                 |
| 8.                                                                                                                                                                                                                                                                                                                                                                                                  | Last day to submit Final Proposal <sup>2</sup>                                            | October 23, 2024 by 1:00 p.m.      |
| 9.                                                                                                                                                                                                                                                                                                                                                                                                  | Final Proposal Evaluation Period <sup>3</sup>                                             | October 24 – December 6, 2024      |
| 10.                                                                                                                                                                                                                                                                                                                                                                                                 | Negotiations                                                                              | TBD                                |
| 11.                                                                                                                                                                                                                                                                                                                                                                                                 | Best and Final Proposal                                                                   | TBD                                |
| 12.                                                                                                                                                                                                                                                                                                                                                                                                 | Contract Award(s)                                                                         | On or before December 31, 2024     |
| <sup>1</sup> All dates are approximate and may be adjusted as conditions indicate.<br><sup>2</sup> All dates after submission of Final Proposal are approximate and may be adjusted as conditions indicate without addendum to this solicitation.<br><sup>3</sup> Based on the number of proposals received.<br><sup>4</sup> <u>Unless otherwise specified, all times are 5:00 PM Pacific Time.</u> |                                                                                           |                                    |

## **2.4 RULES GOVERNING COMPETITION**

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures set forth in PCC § 12100 and § 12120 as they relate to the procurement of IT and Telecommunications goods and services by public bodies in the State of California.

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#### **2.4.1 IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS**

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

The word “may” in the solicitation indicates desirable attributes or conditions but are non-mandatory in nature.

The Bidder is advised that deviations in its Final Proposal from any of the Mandatory requirements set forth in this solicitation may be the basis for rejection of the Bidder’s proposal.

#### **2.4.2 SOLICITATION DOCUMENTS**

This solicitation document includes, in addition to an explanation of the State’s requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the bidder shall immediately notify the Procurement Officer identified in Section 2.2.1, Procurement Officer, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.4.6, Addenda. Such modifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Officer without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible, therefore.

If the solicitation document contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **2.4.3 EXAMINATION OF THE WORK**

The bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the bidder and should become

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fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in Section 3, Administrative Requirements and/or Section 4, Proposal Requirements.

#### **2.4.4 EXCLUSION FOR CONFLICT OF INTEREST**

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) and/or telecommunications products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study, while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus telecommunications or IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV&V) role.

#### **2.4.5 CONFIDENTIALITY**

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the bidder, the State will notify the bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The bidder should be aware that marking a document “confidential” or “proprietary” in a Final Proposal or Best and Final Offer may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the bidder’s proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure

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because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the bidder is a basis for rejecting the bidder's proposal and ruling the bidder ineligible to further participate. Any disclosure of confidential information by a state employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

#### **2.4.6 ADDENDA**

The State may modify the solicitation at any time prior to the last day to submit Final Proposal by issuing an addendum. Addenda will be numbered consecutively. If a Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder is allowed five (5) business days to submit written questions regarding the addendum according to the instructions contained in Section 2.2.2, Questions Regarding the Solicitation Document.

#### **2.4.7 BIDDER'S COST**

Costs for developing proposals are the responsibility entirely of the bidder and shall not be chargeable to the State.

#### **2.4.8 DISCOUNTS**

In connection with any discount offered, except when a provision is made for a testing period preceding acceptance by the State, time will be computed from the date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When a provision is made for a testing period preceding acceptance by the State, the date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

#### **2.4.9 SIGNATURE OF PROPOSAL**

A cover letter shall be considered an integral part of the Final Proposal. The cover letter, and any proposal form requiring signature, must be signed by an individual

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who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal may be rejected. Electronic signatures are acceptable.

#### **2.4.10 IRREVOCABLE OFFER**

A Bidder's Proposal Submission is an irrevocable offer 180 days following the scheduled date of Contract award date specified in Section 2.3, *Key Action Dates*. A Bidder may elect to extend the offer in the event of a delay of Contract award.

#### **2.4.11 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the bidder's proposal.

#### **2.4.12 BONDS**

The State will require a performance bond as specified in Section 3.18, Bonds and Other Security Documents. Additionally, the State reserves the right to require other security documents from the bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

#### **2.4.13 UNFAIR PRACTICES ACT AND OTHER LAWS**

Bidder warrants that its proposal complies with the Unfair Practices Act (Business and Professions Code §17000 et seq.) and all applicable state and federal laws and regulations.

### **2.5 BIDDING STEPS**

In addition to the subsections below, refer to Section 2.3, *Key Action Dates* to determine which phases and mandatory steps are included in this solicitation.

#### **2.5.1 MANDATORY INTENT TO BID**

Bidders that want to participate in the solicitation must submit a completed Exhibit 1: Intent to Bid by the date specified in Section 2.3, *Key Action Dates*. This document shall be emailed to the Procurement Officer identified in Section 2.2.1,

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Procurement Officer. Only those bidders acknowledging interest in this solicitation will receive correspondence applicable to the solicitation throughout this procurement. Correspondence to a bidder regarding this solicitation will only be given to the bidder's designated contact person on Exhibit 1: Intent to Bid.

It shall be the bidder's responsibility to immediately notify the Procurement Officer identified in Section 2.2.1, Procurement Officer, in writing, regarding any revision to the contact person information. The State shall not be responsible for proposal correspondence not received by the bidder if the bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

A bidder must notify the Procurement Officer whenever its intent to bid changes or whenever there is a change in the bidder's designated contact information.

Failure to submit a completed Exhibit 1: Intent to Bid by the date specified in Section 2.3, Key Action Dates will disqualify the Bidder from participating in submitting a Final Proposal.

## **2.5.2 MANDATORY SITE VISITS**

Bidders must attend a mandatory site visit at three (3) CDCR Sites in order to respond to and participate in this RFP. Mandatory site visits are scheduled for two (2) days for three (3) CDCR Sites. Refer to Section 2.3, *Key Action Dates*, for the specific dates of mandatory site visits.

The three (3) sites are as follows:

1. Folsom State Prison
2. California State Prison Sacramento
3. Growlersburg Conservation Camp

The purpose of the site visits are to allow the Bidder to familiarize with the current system(s), environment, housing units, and infrastructure. It is the Bidder's responsibility to obtain all information during the site visits necessary to complete and submit a response to this RFP as there will not be another opportunity for site visits to obtain necessary information.

Failure to attend the three (3) site visits will disqualify the Bidder from participating in submitting a Final Proposal.

A maximum of three (3) Bidder representatives shall be physically present and actively involved at all three (3) CDCR Sites identified for this Project for the entire duration of the site visits (and all representatives must be approved via a CDCR



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Gate Clearance in advance of site visits). No areas will be re-walked due to the absence of a representative. This includes if a representative(s) is unable to be physically present for the entire duration of the site visits and a substitute will be attending in their place.

1. Gate Clearance Forms: The Bidder shall email the Procurement Officers listed in Section 2.2.1, Procurement Officer requesting the CDCR 2311 Background Security Clearance Application. Each Bidder staff attending the mandatory site visit will be required to submit a CDCR 2311 Background Security Clearance Application to the Procurement Officers listed in Section 2.2.1, Procurement Officer by the date specified in Section 2.3, Key Action Dates. The Bidder will be notified by the Procurement Officer if any Bidder staff are denied access to a Site or if any additional documentation is needed.
2. Security/Safety Information: Per the CDCR Department Operations Manual (DOM), Chapter 3, Article 21, all Non-Peace Officer Employees shall wear clothing that is clean, neat, in good repair, and fits properly. All clothing and jewelry should project a professional and positive image. Blue denim clothing or clothing similar to that worn by incarcerated people shall not be worn. Jewelry should be kept to a minimum and should enhance a professional image. There will be no jewels, ornaments, or rings/studs worn on the visible facial areas other than the ear. Prior to attendance of mandatory site visits, all Bidders must request additional and/or clarifying questions regarding appropriate clothing to avoid any of their Representatives' non-entry into a Site.
  - a. Electronic devices (Cell Phones, Cameras, Tablets, etc.) may be permitted on CDCR Site grounds upon prior clearance. Clearance requests must be included with Gate Clearance forms.
  - b. All materials, supplies, and persons shall be subject to inspection at all gates by CDCR Site custody staff before entering or leaving CDCR Site grounds.
  - c. No firearms, narcotics, drugs, tobacco, or other restricted materials shall be allowed on the premises. Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any CDCR Site or CDCR Facility under the jurisdiction of the California Department of Corrections and Rehabilitation is prohibited.



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- d. All individuals attending the mandatory site visits may be subject to COVID-19 Testing and other applicable health and safety measures as determined by CDCR at each Site.

### **2.5.3 ELECTRONIC VENDOR APPLICATION OF QUALIFICATION (EVAQ)**

The State's eVAQ is an external process to this solicitation. Bidders are required to have an approved CDT OSTP application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for the Last day to Submit Final Proposal (refer to 2.3, *Key Action Dates*). The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. The application can be accessed at [OSTP VENDOR MAIN - Vendor Portal \(eVAQ public facing site\)](#). If your firm is new to the eVAQ process, account registration is necessary and is free of charge.

If a Bidder has a previously approved eVAQ, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the eVAQ Program Administrator as follows.

Raymond Estey  
California Department of Technology  
Office of Statewide Technology Procurement  
Phone: (916) 857-9779  
[Raymond.Estey@state.ca.gov](mailto:Raymond.Estey@state.ca.gov)

**Failure to have a CDT OSTP approved eVAQ by the last day to submit Final Proposal (refer to 2.3, *Key Action Dates*) will disqualify the bidders Final Proposal from being evaluated.**

### **2.5.4 FINAL PHASE**

The final phase consists of a Final Proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The Final Proposal is a mandatory step for all bidders.

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The Final Proposal must be complete, and include all cost information, required signatures, and contract changes issued by the State via an addendum, if any. Bidders that submitted Final Proposals meeting the criteria identified in Section 7.2, Final Proposal Evaluation and 7.3, Negotiations, will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those bidders that participated in the Negotiation Process as identified in Section 7.3, Negotiations.

### **2.5.5 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

A Bidder may withdraw their Proposal Submission at any time prior to the Proposal Submission date and time specified in Section 2.3, *Key Action Dates*, by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with Section 2.4.9, *Signature of Proposal*. The Bidder may thereafter submit a new or modified proposal prior to the respective proposal submission date and time specified in Section 2.3, *Key Action Dates*. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Proposal Submissions cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

### **2.6 DISPOSITION OF PROPOSALS**

All materials submitted in response to this solicitation will become the property of the State of California. All the phases of the Proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

## **3 ADMINISTRATIVE REQUIREMENTS**

Section 3 contains the mandatory administrative requirements that must be met in order to be considered responsive to this solicitation. Most of the administrative bidding requirements for this solicitation are being processed through the *Electronic Vendor Application of Qualifications (eVAQ)*. Please refer to Section 2.5.3, *Electronic Vendor Application of Qualification (eVAQ)* for more information.

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that must be submitted with the Bidder's Proposal Submission are noted as "Mandatory" or "(M)" in this section.

The administrative requirements listed in this section are denoted as follows:

1. (M) – All sections labeled as "Mandatory", or "M" are not negotiable. To be considered responsive and responsible to these requirements, all

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requirements identified as (M) must be responded to. The responses will be evaluated in accordance with Section 7, Evaluation.

2. (O) - All sections labeled as "Optional", or "O" are not required to be offered by the Bidder in order to be compliant to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.

### **3.1 CONFIDENTIALITY STATEMENT (M)**

The bidder must agree to the State's confidentiality requirements by submitting a signed Exhibit 2: Confidentiality Statement, for the bidder's company. The completed confidentiality statement must be submitted with Exhibit 1: Intent to Bid, as indicated in Section 2.3, *Key Action Dates*.

The bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

### **3.2 COVER LETTER (M)**

The bidder must submit Exhibit 3: Cover Letter Form, as a cover letter with their response. The bidder shall not add additional language within the Cover Letter. Conditional statements, assumptions, and/or exception language within the Cover Letter and/or not accepting the terms and conditions of this solicitation as written by the State, will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

### **3.3 ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)**

The Bidder must indicate its willingness and ability to satisfy these requirements by marking "Yes" on the "Bidder Agrees Yes/No" column on Exhibit 4: Response to

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Administrative Requirements. Answering “No” to any of the mandatory administrative requirements or not submitting the required documents with its Proposal Submission may result in the proposal being deemed non-responsive.

### **3.4 INCORPORATION OF EVAQ REQUIREMENTS (M)**

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements as well as Terms and Conditions of the eVAQ. The bidder's, eVAQ in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect after eVAQ expiration, and throughout the life of the Contract awarded as a result of this solicitation, including all optional years.

### **3.5 ABILITY TO PERFORM (M)**

Prior to award of the Contract, the CDCR must be assured that the bidder selected has all the resources necessary to successfully perform the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the bidder any information that the State deems necessary to determine the bidder's responsibility. If such information is required, the bidder will be so notified and will be permitted five (5) state business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the bidder's firm.

### **3.6 JOINT BIDS (M)**

Joint Bids are not allowed for this solicitation.

### **3.7 PRIMARY BIDDER/PRIME CONTRACTOR (M)**

An award, if made, will be to a Prime Contractor. The awarded primary bidder (Prime Contractor) will be responsible for the successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the Prime Contractor to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Prime Contractor shall not assign financial

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documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

### **3.8 SUBCONTRACTORS (M)**

It is the bidder's responsibility to ensure any subcontractor that the bidder chooses to use in fulfilling the requirements of this solicitation, and which is expected to receive more than ten percent (10%) of the value of the Contract, also meets all administrative and bid requirements of the solicitation, as applicable to the services provided by the subcontractor.

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the bidder of its responsibilities and obligations. The bidder is fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

The Contractor shall not change subcontractor(s) and/or Disabled Veteran Business Enterprise (DVBE) subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State; however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the Final Proposal and actual start of the Contract.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise prepare the new subcontractor(s) ready to begin work on the contract.

The bidder's obligation to pay its subcontractors is independent of its obligations under this solicitation and the resulting contract. The Contractor is solely responsible for any payments to, or claims made by subcontractors.

For any services, including Consulting services awarded by the CDCR, the maximum amount of Subcontracting shall not exceed 40%. If the amount of Subcontracting exceeds 40%, the responding Contractor must include a letter of explanation which clearly defines the need for further Subcontracting. Any offer

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or quote submission that is received by the CDCR that indicates more than 40% Subcontracting, as noted on the bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR Administrative Evaluation Team, and subsequently disqualified from further evaluation of the proposal. In addition, the CDCR Evaluation Team will be the final determining body that approves any Subcontracting of more than 40% as indicated on the Bidder Declaration form GSPD-05-105, and that is also accompanied by the Contractors letter of explanation.

### **3.9 BIDDER DECLARATION FORM (M)**

The Bidder must complete and submit Exhibit 5: Bidder Declaration GSPD-05-105, with its Proposal Submission. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete Exhibit 5, Bidder Declaration GSPD-05-105, answering the applicable questions on the form, and submit it with its Proposal Submission.

### **3.10 AMENDMENT (M)**

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the CDT/OSTP.

### **3.11 GENERAL PROVISIONS (M)**

The bidder is advised that deviations from the State approved Terms and Conditions may be the basis for rejection of the bidder's proposal.

#### **3.11.1 GENERAL PROVISIONS – INFORMATION TECHNOLOGY (GSPD-401IT-06/21/2022)**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the *GSPD – 401IT, General Provisions – Information Technology*, which can be found at the following URL:

<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf>

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### **3.11.2 CLOUD COMPUTING SERVICES PROVISIONS**

If the bidder's solution includes commercial Software as a Service (SaaS) as part of the solution, the Contract awarded as a result of this solicitation shall instead automatically incorporate by reference:

1. The "General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS)," (Effective 6/21/22) which can be found at the following URL:

[https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts.The Cloud Computing Special Provisions for Software as a Service are incorporated by reference in the Information Technology – Cloud Computing – Software as a Service General Provisions](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts.The%20Cloud%20Computing%20Special%20Provisions%20for%20Software%20as%20a%20Service%20are%20incorporated%20by%20reference%20in%20the%20Information%20Technology%20-%20Cloud%20Computing%20-%20Software%20as%20a%20Service%20General%20Provisions)

And

2. The Information Technology Cloud Computing Special Provisions for Software as a Service can be found at the following URL:

[https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS\\_18\\_0301.docx?la=en&hash=D15B144C86A54D492E4E19AE810F7F35EA8D171F](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_18_0301.docx?la=en&hash=D15B144C86A54D492E4E19AE810F7F35EA8D171F)

### **3.11.3 CDCR SPECIAL PROVISIONS**

The Contract awarded as a result of this solicitation shall automatically incorporate Appendix B - EXHIBIT C—CDCR SPECIAL PROVISIONS.

### **3.12 STATEMENT OF WORK (M)**

Appendix A, STATEMENT OF WORK (SOW) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The bidder must agree to Appendix A - Statement of Work in its entirety. No modifications to the State's SOW are acceptable and any modifications will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

### **3.13 FINANCIAL RESPONSIBILITY INFORMATION (M)**



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In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the bidder continues to have the financial resources to sustain its operations during system development and implementation phases including the time required for the State to pay the Contractor after system acceptance.

### **3.14 INSURANCE AND LIABILITY GENERAL REQUIREMENTS (M)**

Refer to CDCR Special Provisions for Insurance and Liability General Requirements.

### **3.15 WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)**

The Prime Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The bidder is required to sign Exhibit 7: Workers' Compensation Certification and submit it with its Final Proposal.

### **3.16 IRAN CONTRACTING ACT OF 2010 (M)**

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010. This Act §2203 requires that no one shall submit a proposal for a Contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., bidder or contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Iran Contracting Act of 2010. The Iran Contracting Act of 2010, at §2204 requires bidders to certify at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable.

The bidder must complete and submit Exhibit 8: Iran Contracting Act of 2010, with its Final Proposal, and, if the bidder is selected, again each time their awarded contract is renewed.



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**3.17 STD 1000 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE & FACTSHEET (M)**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders must notify the state in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI disclosure & factsheet to be completed by the bidder.

Failure to disclose GenAI to the State and submit the [GenAI Disclosure & Factsheet](#) will result in disqualification of the Bidder and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder [GenAI Disclosure & Factsheet](#) the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the state. The bidder must complete and submit Exhibit 9: Std 1000, Generative Artificial Intelligence (GenAI) Disclosure & Factsheet, with its Final Proposal.

**3.18 BONDS AND OTHER SECURITY DOCUMENTS (M)**

The bidder must submit as Exhibit 10: Letter of Bondability, with its Final Proposal as described below in Table 3-1 and Item 1a. For this requirement, the length of time for surety consideration shall be ~~two (2)~~[six \(6\)](#) years.

**Table 3-1: Bond Requirements**

| Item | Financial Protection for Guarantee of Performance (Bid process). Required at Final Proposal Submittal | Item | Surety Bond and Letter of Credit and Other Forms of Guarantee (at Notification of Award stage). Required within 21 days after Contract Award and Aligns with Performance Start Date |
|------|-------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1a   | Letter of Bondability                                                                                 | 1b   | Performance Bond                                                                                                                                                                    |

Definitions:

1a Letter of Bondability (Required at Final Proposal Submittal)

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The Letter of Bondability shall be from ~~an~~ a California admitted surety insurer which states the surety unconditionally offers to guarantee to the extent of \$25,000,000 the bidder's performance in all respects of the terms and conditions and provisions of the agreement, and that within 21 calendar days of contract award, the surety will execute the Performance Bond ~~or Bidder's Bond~~ requirement. The Letter of Bondability shall be addressed to the Deputy Director of CDT OSTP and valid for a minimum of twelve (12) months from the date of issuance until execution of the performance bond.

1b Performance Bond (Required within 21 Calendar Days of Contract Award)

The performance bond acceptable to the State must be submitted within twenty-one (21) days after Contract Award and align with the performance start date.

The Bidder shall furnish to the Deputy Director of CDT OSTP, at no cost to the State, a Performance Bond in the amount of \$25,000,000. The Performance Bond shall be issued by a surety admitted as a surety company in California, name the State as obligee on the bond, and guarantee the full and faithful performance in all respects of the terms and conditions and provisions of the contract. The bond shall be on a form from an admitted surety insurer and must guarantee contractor's compliance with the terms of this Contract. The bond must be in a form satisfactory to the Deputy Director of CDT OSTP. The bond shall be in effect for not less than ~~two (2)~~ six (6) years after Contract execution, ~~or until full implementation and system acceptance whichever is later.~~

Within 21 days of Contract award (unless submitted with the proposal), the successful Bidder MUST submit the instrument satisfying the bond requirement in the form of a Performance Bond. Failure to submit the required document within 21 calendar days may be cause for termination of the Contract.

Because of the potential consequences that might result if the successful Bidder is unable to furnish any of the specified documents, the Bidder should take the necessary steps, prior to submittal of Final Proposal, to ensure that, if awarded, they can meet these requirements.

### **3.19 SOCIOECONOMIC PROGRAMS**

If the bidder is claiming a preference or incentive, the completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the final proposal due date, and the OSDS must be able to approve the application

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as submitted. Questions regarding certification should be directed to the OSDS at:

Office of Small Business and DVBE Services  
707 Third Street, 1st Floor, Room 400  
West Sacramento, CA 95606  
Receptionist: (916) 375-4940

### **3.19.1 BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)**

The Bidder must complete and submit Exhibit 12: Bidding Preference and Incentives, with its proposal. The Bidder must indicate on Exhibit 12: Bidding Preference and Incentives whether it is or is not claiming each preference and/or incentive. Refer to Section 7, Evaluation, for details on the amount and application of preference and incentive points during proposal evaluation.

### **3.19.2 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (O)**

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State Contracts are established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at:

[https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=Disabled%20Veteran%20Business%20Enterprise%20\(DVBE\)%20Program](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=Disabled%20Veteran%20Business%20Enterprise%20(DVBE)%20Program)  
<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/DVBEIncentiveRequireGoodIT.pdf?la=en&hash=5E7B71A0CE2A4A10243755859C6EB87C44898E94>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 DISABLED VETERAN BUSINESS DECLARATIONS for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as Exhibit 11: DVBE Declarations.

The Office of Small Business and DVBE Services offer program information and may be reached at:

Office of Small Business and DVBE Services  
707 Third Street, 1<sup>st</sup> Floor, Room 400  
West Sacramento, CA 95606  
Receptionist: (916) 375-4940 Fax (916) 375-4650

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### 3.19.2.1 DVBE PARTICIPATION REQUIREMENT (NOT APPLICABLE)

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

### 3.19.2.2 DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who meet or exceed three percent (3%) of its contract value to DVBE participation. For contract award evaluation purposes only, the State shall apply the incentive to responsive proposals from responsible Bidders providing at least three percent (3%) of its contract value to DVBE participation. The incentive amount is based on a scale under which Bidder's obtaining higher levels of participation qualify for greater incentive amounts, according to Table 3-2: DVBE Incentive Scale and Participation Incentive Points. The minimum incentive amount for this RFP is three percent (3%) of the total available points not including points for socioeconomic incentives or preferences, with a maximum incentive amount of five percent (5%) of those available points.

**Table 3-2: DVBE Incentive Scale and Participation Incentive Points**

| Confirmed DVBE Participation of: | DVBE Incentive: Percentage of total points | DVBE Incentive Points |
|----------------------------------|--------------------------------------------|-----------------------|
| 5% or more                       | 5%                                         | 50.00 (1,000 x .05)   |
| 4% up to 4.99%                   | 4%                                         | 40.00 (1,000 x .04)   |
| 3% up to 3.99%                   | 3%                                         | 30.00 (1,000 x .03)   |
| Less than 3%                     | 0%                                         | 0.00                  |

If the Bidder is claiming a DVBE incentive, the Bidder must complete the Exhibit 5: Bidder Declaration GSPD-05-105 form, the Exhibit 11: DVBE Declaration (STD 843) for each DVBE, and Exhibit 12: Bidding Preferences and Incentives, and submit with its Final Proposal. See Section 7, Evaluation, for details on the amount and application of the incentive during proposal evaluation.

### 3.19.3 SMALL BUSINESS PREFERENCE (O)

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code. The Bidder must complete and submit Exhibit 12: Bidding Preferences and Incentives, and the Bidder Declaration GSPD-05-105 form and submit as Exhibit 5: Bidder

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Declaration GSPD-05-105, with Final Proposal. More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>

### **3.19.4 NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)**

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25 percent (25%) California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net proposal price (total value of the contract) with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net proposal price (total value of the contract) with one (1) or more California-certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. of the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25 percent (25%) of its net proposal price (total value of the contract) shall be given five percent (5%) of the highest responsive, responsible firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If claiming a small business preference or using small business subcontractors, the Bidder must complete Exhibit 5: Bidder Declaration GSPD-05-105 and Exhibit 12: Bidding Preferences and Incentives and submit with Final Proposal.

### **3.19.5 COMMERCIALLY USEFUL FUNCTION (M) IF APPLICABLE**

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and

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Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete Exhibit 13: Commercially Useful Function (CUF) Certification for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b) (5) (B) and Government Code §14837(d) (4) (A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on Exhibit 13: Commercially Useful Function Certification. Failure to submit the requested written information as specified may be the basis for rejection of the bidder's Final Proposal.

### **3.19.6 TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)**

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as Exhibit 14: TACPA Preference Request Forms, with its Final Proposal.

The required applications/forms are as follows:

1. TACPA (Std. 830)
2. Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)



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3. Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

Bidder's questions regarding this preference are to be directed to the Department of General Services, Procurement Division, Dispute Resolution Unit, P.O. Box 989052, West Sacramento, CA 95798-9052 or contact the TACPA Preference Program via email at TACPA@dgs.ca.gov, to determine if the worksite(s) is eligible.

### **3.20 PRODUCTIVE USE REQUIREMENTS (M)**

The productive use requirements protect the State from being an experimentalist for new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time specified in Table 3-3, Productive Use Timeframes. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to proposed submittal and throughout Contract duration.

#### **3.20.1 CUSTOMER IN-USE**

The State requires each equipment and software component proposed that are Commercial Off-The-Shelf (COTS) and/or Modified Off-The-Shelf (MOTS) as part of an automated system adhere to the following:

1. Must have been installed and in productive use, in substantially the conformation bid;
2. For a paying customer external to the Bidder's organization; and
3. For at least the number of months shown in Table 3-3 below and prior to the Final Proposal submission.

**Table 3-3: Productive Use Timeframes**

| Product | Project Cost | Final Proposal Submission |
|---------|--------------|---------------------------|
|---------|--------------|---------------------------|

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|                                                                                                                                                                                                                                                                                                                                                                   |                          |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------|
| Category 1 - Critical Software<br><br>Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, mobile applications, and other essential system software. | Less than \$10,000       | 1 month  |
|                                                                                                                                                                                                                                                                                                                                                                   | \$10,000 up to \$100,000 | 3 months |
|                                                                                                                                                                                                                                                                                                                                                                   | More than \$100,000      | 6 months |
| Category 2 - All Information Technology Equipment and Non-critical Software.<br><br>Information technology equipment is defined in SAM §4819.2.                                                                                                                                                                                                                   | Less than \$10,000       | 1 month  |
|                                                                                                                                                                                                                                                                                                                                                                   | \$10,000 up to \$100,000 | 3 months |
|                                                                                                                                                                                                                                                                                                                                                                   | More than \$100,000      | 4 months |

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-Use Requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by CDT OSTP, if no changes in logic, architecture or design are involved.

### **3.20.2 CUSTOMER LIST FOR PRODUCTIVE USE REQUIREMENTS (M)**

The purpose of the Customer List for Productive Use Requirements is to provide the state with the option to verify the claims made in the proposal by the Bidder.

Upon the state's request, the Bidder must provide a Productive Use Customer List which indicates customers who presently have the bidder's proposed hardware and/or software installed and operating. The Productive Use Customer List must include: Customer Name, Project Name, and Name of hardware and/or software, and the contact information (i.e. phone number and email). Additional supporting evidence of compliance to the customer in-use requirements may be requested. Supporting evidence could include, but is not necessarily limited to, one (1) or more of the following:



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1. Customer purchase order or Contract showing installation dates for subject equipment or software;
2. Acceptance document containing verification of installation by a paying customer;
3. Customer invoice for subject equipment or software;
4. Shipping invoice or bill of lading;
5. Dated maintenance records;
6. Sworn notarized statement from an officer of the bidding firm and/or a paying customer;
7. State visit to the site of a paying customer.

The State will not consider exceptions to productive use requirements for this solicitation.

### **3.20.3 HARDWARE/EQUIPMENT (M)**

All equipment offered and provided must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

### **3.21 PUBLIC WORKS REQUIREMENTS (M)**

Proposals that require the Contractor to perform site modifications, wire or cable installation, alteration or improvement to building, modification to fire wall to complete wiring requirements, etc. must include the following Public Works Requirements (applicable to installation) language and corresponding exhibits in the solicitation document.

In accordance with the provisions of §1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in §1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Contract.

Pursuant to §1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is required to be

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posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.

Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the Contract involves public works expenditure (labor/installation costs) in excess of \$5,000.00. Such bond shall be in a sum not less than one-half the Contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor. See following link to search the form and to download it:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>

The Bidder must submit with Final Proposal a list of proposed subcontractors or indicate that none are to be used on Exhibit 15: List of Proposed Subcontractors (Public Works). The State reserves the right to approve or object to the use of proposed subcontractors on the list.

The Bidder must certify that it is aware of the provisions of §3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions before commencing with the performance of work of this Contract. Exhibit 7: Workers' Compensation Certification, must be completed and submitted with an original signature with the Bidder's Final Proposal.

Sections 3.21.1 through 3.21.5 contain laws to be observed.

### **~~3.21.1 LAWS TO BE OBSERVED (M)~~**

#### **3.21.23.21.1 LABOR (M)**

Pursuant to § 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to § 1810-§ 1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of

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the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of §1810-§1815 of the California Labor Code, inclusive.

### **3.21.33.21.2 TRAVEL AND SUBSISTENCE PAYMENTS (M)**

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code §1773.8.

### **3.21.43.21.3 APPRENTICES (M)**

Special attention is directed to §1777.5, §1777.6, and §1777.7 of the California Labor Code and Title 8, California Code of Regulations §200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required rationale thereunder. Responsibility for compliance with this section lies with the Prime Contractor.

### **3.21.53.21.4 PAYROLL (M)**

The Contractor shall keep an accurate payroll record showing the name, address, social security account number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in §1776 of the California Labor Code.

### **3.21.63.21.5 CONTRACTOR'S LICENSE (M)**

Contractors and subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's license. The company submitting the proposal, as well as any subcontractors performing the work must have the appropriate license(s). The license must be in the name of the company or the name of the "qualifying individual" of the company. Complete and submit Exhibit 16: Contractor's License Information, with Final Proposal submittal.

The Bidder certifies under penalty of perjury, the accuracy of the representations made with regard to the Contractor's license number, class, and expiration date.

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The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material purchased under this Contract.

A Final Proposal that does not contain the information, or if the information is later proven false, may be rejected by the State.

#### **4 PROPOSAL REQUIREMENTS**

This section contains the mandatory qualification and solution requirements, pertaining to the required goods and services that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to the SOW as described in Appendix A - Statement of Work of the solicitation.

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Bidder shall propose to meet the State's needs as defined in this solicitation.

The Bidder qualifications and solution requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory", or "M" require a bidder response. To be considered responsive and responsible to these qualifications/requirements, all requirements identified as (M) must be responded to.
2. (MS) Sections labeled as "Mandatory Scorable" or "MS" require a bidder response. To be considered responsive and responsible to these qualifications/requirements, all requirements identified as (MS) must be responded to. The State's evaluation team will review responses to (MS) requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.
3. (DS) Sections labeled as "Desirable Scorable" are not required to be offered by the Bidder in order to be compliant with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.

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#### **4.1 QUALIFICATION REQUIREMENTS**

The Bidder is expected to have a proven record of success and be responsible for all aspects of the installation, implementation, maintenance and operation, and service, including any subcontractors and the project team/staff proposed.

The Bidder must meet the minimum Bidder Qualification and Key Staff Qualification Requirements. Failure to meet any of the minimum requirements may result in a proposal being deemed non-responsive and therefore disqualified.

##### **4.1.1 BIDDER QUALIFICATIONS (M)**

The Bidder must complete and submit as part of the proposal response, Exhibit 17.1: Bidder Qualification Form, to confirm that the Bidder's experience meets all the minimum requirements identified in Exhibit 17.1: Bidder Qualification Form. It is incumbent upon the Bidder to provide enough detail in the Final Proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation.

The Bidder must provide information for a minimum of two (2) projects. A separate Exhibit 17.1: Bidder Qualification Form must be submitted for every project used to meet the minimum required experience. Any given project may meet multiple requirements, but at least two (2) projects ~~and not more than four (4) projects~~ must be provided to meet the requirements in Exhibit 17.1: Bidder Qualification Form. ~~If more than four (4) Bidder Qualification Forms are submitted, only the first four (4) in the order presented in the proposal will be evaluated.~~

Experience must have occurred within eight (8) years prior to the solicitation release date for all projects, and must have been completed in the United States of America and in a correctional environment.

##### **4.1.2 BIDDER REFERENCES (M)**

The bidder must complete and submit as part of Final Proposal, Exhibit 17.2: Bidder Reference Form, for each of the projects cited on the corresponding Exhibit 17.1: Bidder Qualification Form.

The purpose of the bidder reference requirement is to provide the State the ability to assess the bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the bidder's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation. References

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may be employed by CDCR however, they must not be part of the IC+ RFP Evaluation Team.

Exhibit 17.2: Bidder Reference Form, must be completed in its entirety, signed, and dated by a reference that performed a management or supervisory role on the reference project to be considered responsive. Exhibit 17.2: Bidder Reference Form must be returned to the Bidder for submission with Final Proposal. Photocopies may be accepted as long as the form, response, and signature are legible. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may deem the Bidder non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with Section 7, Evaluation. References must be external to a Bidder's organization and corporate structure. Failure to provide verifiable references may cause the proposal to be rejected.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must provide a full name with a brief statement on the form outlining the reason they are not permitted to sign the States reference form. If needed, the State may contact either the Bidder and/or key staff references to validate the reference submitted. The evaluation team will make two (2) attempts via phone and/or email to validate Bidder and/or key staff experience using the information provided in the Bidder and/or key staff reference forms, as applicable.

If the evaluation team is unable to obtain the reference validation, the Bidder will be contacted to provide an alternative reference. If an alternative reference cannot be contacted or validated, the cited project on the associated Exhibit 17.1: Bidder Qualifications Form will not be considered for evaluation. The Bidder will not be given an opportunity to submit any other references or projects.

#### **4.1.3 KEY STAFF QUALIFICATIONS (M, DS)**

The Bidder is fully responsible for all necessary key staffing resources to successfully implement the IC+ Solution within the agreed upon schedule and meet the performance standards set forth in the SOW. Seven (7) Contractor key staff are required to fill the roles required in Appendix A – Statement of Work. Additional Contractor key staff may also be necessary, at no additional cost to the State.

##### **1. Project Manager**

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2. On-Site Installation Manager
3. Implementation Manager
4. Training Manager
5. Maintenance and Operations Manager
6. Customer Services Manager
7. ADA Coordinator

The bidder must complete and submit as part of Final Proposal Exhibits 18.1 through 18.7: Key Staff Qualifications Forms. The Bidder must provide complete information to confirm that each of the seven (7) proposed key staff possess the experience and qualifications as specified for their project role described in Exhibits 18.1 through 18.7: Key Staff Qualification Forms. The Bidder can cite up to three (3) projects per proposed key staff to meet the requirements. Each cited project for each key staff must be submitted separately on Exhibits 18.1 through 18.7: Key Staff Qualification Forms. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed key staff's ability to meet the requirements and perform the services as described in this solicitation.

The Bidder's proposed key staff must meet all of the mandatory minimum qualification requirements. All experience used to meet the minimum requirements must have occurred within the last eight (8) years prior to the solicitation release date. The same resource may not be assigned to meet multiple roles. Points will be awarded to Bidders that meet the criteria set forth in the desirable experience qualifications as specified in Section 7, Evaluation.

#### **4.1.4 KEY STAFF REFERENCES (M)**

The bidder must complete and submit as part of their Final Proposal, Exhibit 19: Key Staff Reference Form. The Bidder must submit a completed key staff reference form for each project cited in Exhibits 18.1 through 18.7.

The purpose of the key staff reference requirement is to provide the State the ability to assess the key staff's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the key staff's previous clients. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation. References



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may be employed by CDCR however, they must not be part of the IC+ RFP Evaluation Team.

References must complete all required information on the key staff reference forms. Exhibits must be completed in its entirety, signed, and dated by the key staff's reference contact that performed a management or supervisory role on the referenced project to be considered responsive. Photocopies may be accepted as long as the form, response, and signature are legible. No information corrections or changes may be made on the key staff reference forms. Forms with alterations or changes to the entered information may be rejected.

References may be contacted to verify key staff's experience qualification information submitted. References must be external to a Bidder's organization and corporate structure. Failure to provide verifiable references may deem the Bidder non-responsive and may be the basis for rejection of the Bidder's proposal.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must provide a full name with a brief statement on the form outlining the reason they are not permitted to sign the States reference form. If needed, the State may contact either the Bidder and/or key staff references to validate the reference submitted. The evaluation team will make two (2) attempts via phone and/or email to validate Bidder and/or key staff experience using the information provided in the Bidder and/or key staff reference forms, as applicable.

If the evaluation team is unable to obtain the reference validation, the Bidder will be contacted to provide an alternative reference. If an alternative reference cannot be contacted or validated, the cited project on the associated Exhibit 18.1 – 18.7: Key Staff Qualifications Form will not be considered for evaluation. The Bidder will not be given an opportunity to submit any other references or projects.

## **4.2 SOLUTION REQUIREMENTS**

This section contains the detailed functional and non-functional requirements pertaining to the proposed system that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to the SOW as described in Appendix A of the solicitation.



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#### **4.2.1 BUSINESS AND TECHNICAL REQUIREMENTS (M, MS, DS)**

The Bidder must complete the following exhibits and include each exhibit in its Final Proposal in accordance with Section 4, Proposal Requirements and Section 6, Proposal Format and Submission Requirements.

1. Exhibit 20: Business Requirements (M, MS, DS)
2. Exhibit 21: Technical Requirements (M, MS, DS)

The Bidder must indicate compliance and confirmation to each of the requirements by marking "Yes" or "No" in the column labeled "Bidder Agrees to Meet Requirement Yes/No". A blank or "NO" answer to any Mandatory (M) or Mandatory Scorable (MS) requirement will be deemed non-responsive and will be the basis for rejection of the Bidder's proposal.

In addition to the compliance of each requirement, the Bidder must submit a description, where indicated, describing how the Bidder will meet the requirement (MS and DS requirements only). It is incumbent on the Bidder to provide enough detail in the response for the State to evaluate the Bidder's ability to meet the requirement.

Refer to the Instructions tab within Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements for additional completion instructions.

Refer to Section 7, Evaluation for details on how the requirements will be scored as part of the overall evaluation.

#### **4.2.2 DELIVERABLES TABLE (M)**

The Bidder must complete and submit as part of Final Proposal, Exhibit 22: Deliverables Table. The Bidder must indicate compliance and confirmation with each of the deliverables and must agree to the deliverable due date indicated in the column labeled, "Contractor's Deliverable Due Date" by marking "Yes" or "No" in the column labeled "Contractor Agrees to provide the Deliverable Yes/No". A blank or "NO" answer in this column will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation.

Refer to Section 7, Evaluation for details on how the requirements will be evaluated as part of the overall evaluation.

#### **4.2.3 NARRATIVE RESPONSE REQUIREMENTS (MS)**

The Bidder must complete and submit as part of Final Proposal, Exhibit 23: Narrative Responses. This is intended to provide the State with an opportunity to evaluate the Bidder's understanding of the State's objectives. The Bidder must

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provide a narrative response for each of the nine (9) narrative response items identified within Exhibit 23: Narrative Responses.

The Bidder's narrative response must not contain assumptions or contradict and/or place conditions on any of the State's requirements. Including conditional statements or narrative that conflicts with the bidder's "yes" response to meet or exceed Exhibit 20: Business Requirements or Exhibit 21: Technical Requirements, will be considered a deviation in accordance with Section 2.4.1: Identification and Classification of Solicitation Requirements.

Refer to Section 7, Evaluation, for details on the scoring methodology.

## 5 COST

Cost evaluation is weighted at 30% (300) of the total 1,000 points. Evaluation in this category will be in accordance with Section 7.2.10, Cost Evaluation.

All proposed costs for all line items must be all inclusive, thereby including the cost of any and all services required in this solicitation. Costs [for the Mandatory Scorable line items in Cost Worksheet 1](#) cannot exceed pricing identified in [Column F \(NTE Amount\) the "Existing Cost Worksheets" in the Bidder's Library](#).

The intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing to ensure the lowest possible rates, fees, and product cost for Incarcerated people, their friends and family, and CDCR. CDCR requires that each Bidder's cost be in the format outlined in this section. Therefore, the Bidder is advised that failure to comply with the instructions listed in this section, such as submission of an incomplete proposal, use of alternative pricing structures or different formats than the one requested, may be the basis for rejection of the Bidder's proposal.

Important Note: It is imperative that no cost information is included in the body of the proposal. Cost information must only be submitted in the Bidder's Response, Volume 2, Cost in accordance with Section 6, Proposal Format and Submission Requirements.

The Cost requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory", or "M" are required to be offered by the Bidder in order to be compliant with the solicitation requirements. The State will review responses to optional requirements per criteria stated in Section 7, Evaluation.

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2. (MS) Sections labeled as “Mandatory Scorable” or “MS” require bidder response. To be considered responsive and responsible to these qualifications/requirements, all requirements identified as (MS) must be responded to. The State’s evaluation team will review responses to (MS) requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.
3. (DS) Sections labeled as “Desirable Scorable” are not required to be offered by the Bidder in order to be compliant with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.
4. (O) All sections labeled as “Optional”, or “O” are not required to be offered by the Bidder in order to be compliant to the solicitation requirements. A Bidder may choose whether to meet cost requirements labeled as (O). The State will review responses to optional requirements per criteria stated in Section 7, Evaluation.

### **5.1 COST WORKBOOK (M, MS, DS, O)**

Services, features, and costs included in Exhibit 24: Cost Workbook are those that the Bidder must provide for the term of the Contract as identified in the SOW, which includes all optional years. All Bidders must provide individual costs as indicated in the cost worksheets and submit with the Bidder's Final Proposal. Items submitted with no price will be considered as offered at no cost.

The Cost Workbook is made up of the following Tabs and associated worksheets:

- Tab 1, Cover Page
- Tab 2, Instructions
- Tab 3, Cost Worksheet #1: Incarcerated Communications Services and Entertainment (mandatory scorable (MS) and desirable scorable (DS) items).
- Tab 4, Cost Worksheet #2: Accessories (mandatory (M) and optional (O) items).
- Tab 5, Cost Worksheet #3: Incentives (desirable scorable (DS) and optional (O) items).

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## 5.2 COST WORKBOOK INSTRUCTIONS

The cost workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The cost worksheets list all cost elements for services and products provided under this contract. The Bidder must include the completed cost worksheets separately in Volume 2 Final Proposal.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances, the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). All other fields must not be modified. If the cost worksheet is modified or cells are left blank, the State may reject the Bidder's proposal. The cost worksheets must be filled out completely or the State may reject the Bidder's proposal. [Costs cannot exceed two \(2\) decimal places.](#)

Refer to the Instructions Tab within Exhibit 24: Cost Workbook for step-by-step instructions.

## 6 PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submitting a proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

### 6.1 PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

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## **6.2 COMPLETION OF PROPOSALS**

Proposals must be complete in all respects as required by this section. A Proposal Submission may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Proposal Submission must contain all requirements as stated in the RFP.

## **6.3 DATE, TIME, AND ADDRESS OF SUBMITTALS**

Proposals must be received no later than the date and time specified in Section 2.3, *Key Action Dates*. A proposal not received by the date and time specified in Section 2.3, *Key Action Dates*, shall be rejected.

## **6.4 ELECTRONIC UPLOAD**

The Bidder must, by email, provide the Procurement Officer specified in Section 2.2.1. Procurement Officer the Bidder Contact to upload the soft copy of Bidder's Final Proposal. Once provided, an invitation to a file-sharing site will be sent to the specified individual. A separate site will be created for each Bidder only accessible by the Procurement Officer, Bidder contact, and the State Evaluation Team. It is the Bidder's responsibility to confirm receipt of the invitations with the Procurement Officer.

The file-sharing site will provide two (2) folders titled "Volume 1" and "Volume 2 - Cost" within which to submit the Bidder's Final Proposal. Bidder contacts will be required to upload the soft copy of the Bidder's Final Proposal to the appropriate folders as specified in Section 6.5. *Final Proposal Format and Content*.

The soft copy Cost information shall be in MS Excel format (version 2013 or higher) and uploaded in the folder titled "Volume 2 - Cost".

If a file is uploaded in error to the file-sharing site folders, the Bidder may submit a request by email, to the Procurement Official prior to the last day to submit Final Proposals specified in Section 2.3, *Key Action Dates*. Please do not upload .zip files into the file-sharing site.

## **6.5 FINAL PROPOSAL FORMAT AND CONTENT**

Each volume of the proposal must be submitted in its own folder, labeled by Volume #, and must be structured in the following manner:

### **6.5.1 FORMAT**

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions and exhibits for each

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requirement of this solicitation. Page numbers should be located in the same page position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the volume and section.

Proposals should be submitted in the native file format.

1. The following must be shown on each page of the Proposal:
  - a. RFP C5611826;
  - b. Name of Bidder;
  - c. Exhibit Number;
  - d. Page number (Page # of ##).
2. Submittals should be organized into appropriate files and folders designed for easy access.

As stated in Section 2.4.5, Confidentiality, the Bidder should be aware that marking the Proposal Submission "confidential" or "proprietary" may exclude it from consideration for award.

#### **6.5.2 VOLUME 1: RESPONSE TO ADMINISTRATIVE AND PROPOSAL REQUIREMENTS**

Required solicitation exhibits, in the following order:

Exhibit 3: Cover Letter Form

Exhibit 4: Response to Administrative Requirements

Exhibit 5: Bidder Declaration GSPD 05-105

Exhibit 6: Responsibility Certification

Exhibit 7: Workers' Compensation Certification

Exhibit 8: Iran Contracting Act of 2010

Exhibit 9: Std 1000, Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Exhibit 10: Letter of Bondability

Exhibit 11: DVBE Declarations (if applicable)

Exhibit 12: Bidding Preferences and Incentives

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Exhibit 13: Commercially Useful Function (CUF) Certification

Exhibit 14: TACPA Preference Request Forms (if applicable)

Exhibit 15: List of Proposed Subcontractors (Public Works)

Exhibit 16: Contractors License Information

Exhibit 17.1: Bidder Qualifications Form

Exhibit 17.2: Bidder Reference Form

Exhibit 18: Key Staff – Qualifications Form - Instructions

Exhibit 18.1: Key Staff – Qualifications Form – Project Manager

Exhibit 18.2: Key Staff – Qualifications Form – On-Site Installation Manager

Exhibit 18.3: Key Staff – Qualifications Form – Implementation Manager

Exhibit 18.4: Key Staff – Qualifications Form – Training Manager

Exhibit 18.5: Key Staff – Qualifications Form – Maintenance and Operations Manager

Exhibit 18.6: Key Staff – Qualifications Form – Customer Support Manager

Exhibit 18.7: Key Staff – Qualifications Form – ADA Coordinator

Exhibit 19: Key Staff Reference Form

Exhibit 20: Business Requirements

Exhibit 21: Technical Requirements

Exhibit 22: Deliverables Table

Exhibit 23: Narrative Responses

### **6.5.3 VOLUME 2: COST**

This volume must be in a separate folder containing:

Exhibit 24: Cost Workbook

## **7 EVALUATION**

The evaluation process is multi-step, comprised of a thorough review of each Bidder's proposal response to determine that it is responsive and responsible, and provides a value effective solution to the State. The value effective proposal is the proposal that meets all requirements set forth in this solicitation and any State identified negotiated items.



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The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully compliant with the solicitation requirements.

## 7.1 EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Officer from CDT OSTP (refer to Section 2.2.1, Procurement Officer). The Procurement Officer will serve as the Bidder's point of contact for questions and clarification and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of CDCR staff to review and evaluate proposals. The State Procurement Officer will provide guidance to the evaluation team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SMEs) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have evaluation authority and will serve solely in an advisory capacity.

## 7.2 FINAL PROPOSAL EVALUATION

This section outlines how the State will evaluate a Final Proposal Submission and award points in a manner that preserves the integrity of the competitive procurement process. The maximum points available for this solicitation are 1,000 points. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). The Bidder's cost will only be opened if the Final Proposal is in compliance with Section 3, Administrative Requirements and Section 4, Proposal Requirements. The distribution and allocation of maximum points possible for each proposal element is provided in Table 7-1: Scoring and Point Distribution, which identifies each evaluation component, the scoring methodology, and the maximum points available for scored components.

**Table 7-1: Scoring and Point Distribution**

| RFP Reference                      | Category                             | Maximum Points |
|------------------------------------|--------------------------------------|----------------|
| <b>Administrative Requirements</b> |                                      |                |
| Section 3                          | Administrative Requirements (M), (O) | Pass/Fail      |
| <b>Qualification Requirements</b>  |                                      |                |
| Section 4.1.1                      | Bidder Qualifications (M)            | Pass/Fail      |
| Section 4.1.2                      | Bidder References (M)                | Pass/Fail      |
| Section 4.1.3                      | Key Staff Qualifications (M)         | Pass/Fail      |



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| RFP Reference                                              | Category                             | Maximum Points    |
|------------------------------------------------------------|--------------------------------------|-------------------|
| Section 4.1.3                                              | Key Staff Qualifications (DS)        | 70                |
| Section 4.1.4                                              | Key Staff References (M)             | Pass/Fail         |
| <b>Solutions Requirements</b>                              |                                      |                   |
| Section 4.2.1                                              | Business Requirements (M, MS, DS)    | Pass/Fail and 210 |
| Section 4.2.1                                              | Technical Requirements (M, MS, DS)   | Pass/Fail and 210 |
| Section 4.2.2                                              | Deliverables Table (M)               | Pass/Fail         |
| Section 4.2.3                                              | Narrative Response Requirements (MS) | 210               |
| Total Non-Cost Points                                      |                                      | 700               |
| <b>Cost Requirements</b>                                   |                                      |                   |
| Section 5.1                                                | Cost Workbook (M, MS, DS, O)         | 300               |
| <b>Incentive and Preference Points (Optional)</b>          |                                      |                   |
| Section 3.19.3                                             | Small Business Preference            | TBD               |
| Section 3.19.2.2                                           | DVBE Incentive                       | 50                |
| Section 3.19.6                                             | TACPA Preference Points              | TBD               |
| <b>Maximum Total Requirements Points</b>                   |                                      | <b>1000</b>       |
| <b>Maximum Total Preference Points</b>                     |                                      | <b>TBD</b>        |
| <b>Maximum Total Points with Preference Points Applied</b> |                                      | <b>TBD</b>        |

## 7.2.1 EVALUATION OF REQUIRED INFORMATION AND REQUIREMENTS

Proposals must be complete and meet all format and submission requirements as identified in Section 6, Proposal Format and Submission Requirements. A Proposal Submission may be rejected if it is conditional or incomplete, contradicts the requirements, contains any alterations of form, or contains other irregularities of any kind, including alterations to any terms and conditions.

The Bidder is advised that deviations in its Final Proposal from any of the Mandatory requirements set forth in this solicitation may be the basis for rejection of the Bidder's proposal.

## 7.2.2 RECEIPT AND PRELIMINARY REVIEW

All proposals received by the time and date specified in Section 2.3, Key Action Dates, will be acknowledged as having been received on time. Late proposals will not be accepted, reviewed, or evaluated.

The Procurement Officer will check all proposals for the proper identification and to ensure that the required information conforms to the proposal format and submission requirements of Section 6, Proposal Format and Submission Requirements.

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The Procurement Officer will automatically disqualify any final proposal from evaluation if any of the following are true:

1. The final proposal was not received by the time and date specified in Section 2.3, Key Action Dates.
2. The Bidder did not submit a Mandatory Intent to Bid per Section 2.5.1, Mandatory Intent to Bid.
3. The Bidder did not participate in the Mandatory Site Visits per Section 2.5.2, Mandatory Site Visits.
4. The Bidder does not have an approved CDT OSTP application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for the Last day to Submit Final Proposal (refer to 2.3, Key Action Dates) per Section 2.5.3. Electronic Vendor Application of Qualification (EVAQ).

### **7.2.3 VALIDATION AGAINST REQUIREMENTS AND REQUEST FOR CLARIFICATION**

The State will check each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the proposal evaluation, the State may request that the Bidder clarify any area of the proposal that the State determines to be unclear. [The State may also request clarification for areas that may render the proposal non-compliant and/or non-responsive to the requirements and provide Bidders the opportunity to resubmit compliant responses by the date and time specified by the State. However, if the Bidder does not resubmit a compliant response to the areas identified by the date and time specified by the State, the Bidder's proposal will be rendered non-compliant and/or non-responsive, and ineligible to proceed to the next phase of the solicitation process.](#) This Request for Clarification process will not be an opportunity for the Bidder to substantially change its proposal; however, the clarification provided by the bidder will replace the proposal section identified in the State's request for clarification.

### **7.2.4 ERRORS IN THE FINAL PROPOSAL**

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the

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conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

1. If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
2. The State may, at its sole option, correct obvious clerical errors.
3. The State may, at its sole option, correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete proposal submittal, the master copy shall have priority over additional copies, the proposal narrative shall have priority over the Contract, and the Contract shall have priority over the cost sheets.

Within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary costs will be recomputed accordingly, even if the lowest level of detail is obviously misstated. ~~The total price of unit price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.~~

4. The State may, at its sole option, correct errors of omission. In the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal submittal:
  - a. If an item is described in the narrative but omitted from the Contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
  - b. If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost.
  - c. If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.
  - d. If a major item is omitted, and the omission is not discovered until after Contract award, the Bidder shall be required to supply that item at no cost. The determination of whether an item is minor or major is the responsibility of the State.

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5. If a Bidder does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the solicitation.
6. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the Contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.
7. It is absolutely essential that the Bidder carefully review the cost elements in the Final Proposal, since they will not have the option to correct errors after the time for submittal of the Final Proposals.
8. The State may request clarification of items in the Bidder's proposal if the meaning is not clear to the State. Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Officer at the time of the request.
9. At the State's sole discretion, it may declare all Final Proposals to be Draft Proposals. Bidders may not protest the State's determination of all Final Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this RFP. Should this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as modified by any addenda. The new Final Proposals will be evaluated as required by Section 7, Evaluation.

### **7.2.5 REJECTION OF PROPOSALS**

The State may reject any or all proposals and may waive any non-material deviation or defect in a proposal. The State's waiver of any non-material deviation or defect shall in no way modify the solicitation documents or excuse the Bidder from full compliance with the solicitation specifications if awarded the Contract.

### **7.2.6 ADMINISTRATIVE REQUIREMENTS EVALUATION**

All Section 3, Administrative Requirements labeled with (M) are mandatory. All Administrative Requirements in Section 3, labeled with (O) are optional, and Bidders are not required to respond. Evaluation of the Administrative Requirements will begin with ensuring that the Bidder has responded to all

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administrative requirements in Section 3, Administrative Requirements, that require proposal submittal documents.

The Administrative Requirements are evaluated as either pass or fail. If a proposal fails to meet any mandatory requirement specified in Section 3, Administrative Requirements it will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

### **7.2.7 QUALIFICATION REQUIREMENTS EVALUATION**

The evaluation team will consider all information in the Bidder's proposal to evaluate the Bidder and Key Staff Qualifications. Narrative descriptions on the Bidder and Key Staff Qualification forms must be clear and apply directly to the solicitation requirements. Narrative descriptions may be used to validate other information provided on any form. Any conflicting information will be noted as a deviation per Section 2.4.1, *Identification and Classification of Solicitation Requirements*.

The evaluation team will evaluate Bidder and Key Staff Qualifications using the information contained in the completed Exhibit 17.1: Bidder Qualification Form, Exhibit 17.2: Bidder Reference Form, Exhibits 18.1 through 18.7: Key Staff Qualification Forms, and Exhibit 19: Key Staff Reference Forms that the Bidder submits with Final Proposal. Reference contacts may be contacted to verify Bidder and Key Staff information and claimed experience.

To aid the State in evaluating Bidder and key staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal in any other date format, the State will count only the whole months or years between the start and end dates. For example, Bidder "A" cites start and end dates for a project as 6/2017 to 12/2017. The Bidder or key staff member would only be credited with five (5) months of experience.

If a project end date is ongoing or exceeds the Final Proposal due date, then the Bidder or key staff member will receive credit for only the experience acquired up to the Final Proposal due date. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for the key staff.

#### **7.2.7.1 BIDDER QUALIFICATIONS**

The evaluation team will evaluate the completed Exhibit 17.1: Bidder Qualification Form for compliance with the mandatory requirements specified in Section 4.1.1, Bidder Qualifications. The Bidder Qualification Requirements are evaluated as

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either pass or fail. If the completed Bidder Qualification Forms fails to document the Bidder experience sufficiently for the evaluation team to determine if the Bidder meets a requirement, the evaluation team may utilize the Request for Clarification process per Section 7.2.3, Validation Against Requirements and Request for Clarification. Failure to provide the mandatory experience required by the State or failure to meet any mandatory requirement specified in Section 4.1.1, Bidder Qualifications will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

#### **7.2.7.2 BIDDER REFERENCES**

The evaluation team will evaluate the completed Exhibit 17.2 Bidder Reference Form for compliance with the mandatory requirements specified in Section 4.1.2, Bidder References (M). The Bidder Reference Requirements are evaluated as either pass or fail. The Bidder must submit one (1) Exhibit 17.2 form for each project cited on Exhibit 17.1: Bidder Qualification Form. The evaluation team will confirm all information requested by the State is completed on Exhibit 17.2: Bidder Reference Forms.

If the evaluation team determines the completed Exhibit 17.2 Bidder Reference Form does not document the Bidder's experience sufficiently, they may utilize the Request for Clarification process per Section 7.2.3, Validation Against Requirements and Request for Clarification or seek clarification from the reference in accordance with Section 7.2.7.5, Bidder and Key Staff Reference Checks. Failure to provide verifiable references or failure to meet any mandatory requirement specified in 4.1.2, Bidder References will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

#### **7.2.7.3 KEY STAFF QUALIFICATIONS**

For each key staff, the evaluation team will first evaluate the completed Key Staff Qualification Form for compliance with the mandatory requirements specified in Section 4.1.3, Key Staff Qualifications. The Key Staff Qualification Requirements are evaluated as either pass or fail and have desirable scorable points. The State will evaluate the Bidder's key staff experience using the information provided in Exhibits 18.1 through 18.7: Key Staff Qualifications Forms. The evaluation team will confirm claimed experience on the Key Staff Qualification Form for each requirement. If the completed Key Staff Qualification form fail to document the key staff member's experience sufficiently for the evaluation team to determine if the Bidder meets a requirement, the evaluation team may utilize the Request

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for Clarification process per Section 7.2.3, Validation Against Requirements and Request for Clarification.. The Bidder will not be able to change the Key Staff after submission of the Final Proposal. Failure to provide the mandatory experience required by the State or failure to meet any mandatory requirement specified 4.1.3, Key Staff Qualifications will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

The evaluation team will next evaluate the completed Key Staff Qualification forms to ascertain whether any proposed key staff qualifies for any of the desirable scorable (DS) experience points for the specific key staff member. If the State is unable to confirm that the information supplied qualifies for any (DS) experience points, no points will be awarded for such experience. Any desirable scorable experience points awarded will be added to the key staff's qualification score. Reference contacts listed on attachments may be contacted to verify information provided by the Bidder.

**Table 7-2: Desirable Points for Key Staff**

| <b>Key Staff</b>                                                                 | <b>Desirable Scorable (DS) Points</b> |
|----------------------------------------------------------------------------------|---------------------------------------|
| Exhibit 18.1: Key Staff Qualifications Form – Project Manager                    | 10                                    |
| Exhibit 18.2: Key Staff Qualifications Form – On-Site Installation Manager       | 10                                    |
| Exhibit 18.3: Key Staff Qualifications Form – Implementation Manager             | 15                                    |
| Exhibit 18.4: Key Staff Qualifications Form – Training Manager                   | N/A                                   |
| Exhibit 18.5: Key Staff Qualifications Form – Maintenance and Operations Manager | 5                                     |
| Exhibit 18.6: Key Staff Qualifications Form – Customer Support Manager           | 5                                     |
| Exhibit 18.7: Key Staff Qualifications Form – ADA Coordinator                    | 25                                    |
| <b>Total Possible Key Staff Qualification Points</b>                             | <b>70</b>                             |



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#### **7.2.7.4 KEY STAFF REFERENCES**

The evaluation team will evaluate the completed Exhibit 19: Key Staff Reference Form for compliance with the mandatory requirements specified in Section 4.1.4, *Key Staff References (M)*. The Bidder must submit one (1) reference form for every project cited on the key staff member's Exhibits 18.1 through 18.7: Key Staff Qualification Form. The evaluation team will confirm all information requested by the State is completed on Exhibit 19: Key Staff Reference Forms.

If the completed Reference forms fail to document the Bidder's experience sufficiently for the evaluation team to determine if the Bidder meets a requirement, the evaluation team may utilize the Request for Clarification process per Section 7.2.3, *Validation Against Requirements and Request for Clarification*, or seek clarification from the reference in accordance with Section 7.2.7.5, *Bidder and Key Staff Reference Checks*. Failure to provide verifiable references may cause the proposal to be rejected.

#### **7.2.7.5 BIDDER AND KEY STAFF REFERENCE CHECKS**

If needed to verify either the Bidder or key staff's qualifications, the State will make two (2) attempts via phone or email to the reference contact identified on the Bidder or Key Staff Reference Form, to validate the claimed information and experience. The Bidder should ensure that its reference contacts are available for validation during the evaluation period identified in Section 2.3, *Key Action Dates*.

If the State has not received a response from the reference contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State will contact the Bidder and request that the Bidder assist the State by having the reference respond to the State within a 48-hour period from the second attempted contact. If the evaluators are still unable to contact the reference, the Bidder's proposal may be deemed non-responsive for failure to provide verifiable references, and the Bidder may be disqualified.

#### **7.2.8 SOLUTION REQUIREMENTS EVALUATION**

##### **7.2.8.1 BUSINESS AND TECHNICAL REQUIREMENTS**

The business and technical requirements identified in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements, consist of Mandatory (M), Mandatory Scorable (MS), and Desirable Scorable (DS) requirements.



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1. Mandatory (M) requirements:

The Mandatory Business and Technical Requirements are evaluated as either pass or fail. Bidders must respond "Yes" to "Bidder Agrees to Meet Requirement (Yes/No)" to pass each requirement identified in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements. The evaluation team will evaluate Bidder's responses to every requirement listed in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements to confirm compliance. If the Bidder responds with a "No" response to any requirement, the proposal will be deemed non-responsive, and the Bidder disqualified.

2. Mandatory Scorable (MS) requirements:

Bidders must respond "Yes" to "Bidder Agrees to Meet Requirement (Yes/No)" to each requirement identified in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements and provide a description of how they will meet the mandatory scorable (MS) requirement in the "Describe the Proposed Solution to Meet or Exceed Requirement". The evaluation team will evaluate Bidder's description to every mandatory scorable (MS) requirement listed in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements to determine whether the response fully addresses the (MS) requirements and will determine points awarded utilizing the scoring key as shown in Table 7-3.

3. Desirable Scorable (DS) requirements:

Desirable Scorable business and technical requirements are non-mandatory. Bidders must respond either "Yes" or "No" to "Bidder Agrees to Meet Requirement (Yes/No)". If the Bidder responds "Yes" to meet a Desirable Scorable (DS) requirement identified in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements, they must provide a description of how they will meet the desirable scorable (DS) requirement in the "Describe the Proposed Solution to Meet or Exceed Requirement". The evaluation team will evaluate Bidder's description to every desirable scorable (DS) requirement listed in Exhibit 20: Business Requirements and Exhibit 21: Technical Requirements to determine whether the response fully addresses the desirable scorable (DS) requirements and will determine points awarded utilizing the scoring key as shown in Table 7-3.

Bidders can receive up to 210 points for the Business Requirements, as follows:

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1. Mandatory Scorable (MS): 71 Maximum Points
2. Desirable Scorable (DS): 139 Maximum Points

Refer to Exhibit 20: Business Requirements for a breakdown of the Requirement Type and Maximum Points for each requirement.

Bidders can receive up to 210 points for the Technical Requirements, as follows:

1. Mandatory Scorable (MS): 113 Maximum Points
2. Desirable Scorable (DS): 97 Maximum Points

Refer to Exhibit 21: Technical Requirements for a breakdown of the Requirement Type and Maximum Points for each requirement.

**Table 7-3: Scoring Key for Business and Technical Requirements**

| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Evaluation Outcome          | Score                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------|
| <p>Bidder fully meets the requirement with a comprehensive and well-documented description. The information provided is detailed and thoroughly addresses all aspects of the requirement.</p> <ol style="list-style-type: none"> <li>1. The description is clear, complete, and directly addresses the requirement.</li> <li>2. Bidder demonstrates a thorough understanding and existing capability to meet the requirement with no significant deficiencies.</li> </ol> | Fully Meets Requirement     | 100% of points available for the requirement |
| <p>Bidder meets the requirement to some extent but with deficiencies. The description is partially complete but lacks details or clarity.</p> <ol style="list-style-type: none"> <li>1. The description addresses the requirement but is incomplete or unclear.</li> <li>2. Bidder does not demonstrate a thorough understanding and/or existing capability to fully meet the requirement.</li> </ol>                                                                     | Partially Meets Requirement | 50% of points available for the requirement  |

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| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                               | Evaluation Outcome        | Score                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------|
| <p>Bidder fails to meet the requirement entirely. There is no relevant information, or the response is completely inadequate.</p> <ol style="list-style-type: none"> <li>1. Bidder does not agree to meet requirement (responded "no" or blank); or</li> <li>2. Bidder did not provide a description; or</li> <li>3. The description does not address the requirement.</li> </ol> | Does Not Meet Requirement | 0% of points available for the requirement |

#### 7.2.8.2 DELIVERABLES TABLE EVALUATION (PASS/FAIL)

The deliverable requirements identified in Exhibit 22: Deliverables Table consist of Mandatory (M) requirements and are evaluated as either pass or fail.

Bidders must respond "Yes" to "Contractor Agrees to Provide the Deliverable (Yes/No)" for each deliverable identified in Exhibit 22: Deliverables Table. The evaluation team will evaluate Bidder's responses to every deliverable listed in Exhibit 22 to confirm compliance. If the Bidder responds with a "No" response to any requirement, it will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

#### 7.2.8.3 NARRATIVE RESPONSE REQUIREMENTS (MS)

The Narrative Items identified in Exhibit 23: Narrative Responses consist of Mandatory Scorable (MS) requirements. The evaluation team will evaluate Bidder's response to each mandatory scorable (MS) narrative item listed in Exhibit 23: Narrative Responses. Any narrative that contradicts and/or places conditions on the State's requirements will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

The evaluation team will evaluate the bidder's Narrative Response as follows:

1. The evaluation team will validate the bidder's Narrative Response does not exceed 100 pages, including all figures and diagrams that may be provided by the Bidder to support the Narrative Response. If Exhibit 23: Narrative Responses exceeds 100 pages, including all figures and diagrams, only the first 100 pages will be read and evaluated.
2. The evaluation team will read the Bidder's Narrative Response to each of the items within Exhibit 23: Narrative Responses and use the rating guide

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in Table 7-5: Scoring Key for Narrative Response Requirements, to determine the score for the bidder's response.

3. Failure to respond to any narrative item will be considered a deviation in accordance with Section 2.4.1, *Identification and Classification of Solicitation Requirements*.

Bidders can receive up to 210 points for the Narrative Items, as follows:

**Table 7-4: Narrative Response Requirements Points**

| Narrative Item (MS)         | Maximum Number of Points |
|-----------------------------|--------------------------|
| 1.a.                        | 15                       |
| 1.b.                        | 15                       |
| 1.c.                        | 15                       |
| 1.d.                        | 15                       |
| 1.e.                        | 15                       |
| 1.f.                        | 15                       |
| 2                           | 15                       |
| 3                           | 15                       |
| 4                           | 15                       |
| 5                           | 15                       |
| 6                           | 15                       |
| 7                           | 15                       |
| 8                           | 15                       |
| 9                           | 15                       |
| <b>Maximum Total Points</b> | <b>210 Points</b>        |

The following scoring key will be used to evaluate all responses to the Narrative Items:

**Table 7-5: Scoring Key for Narrative Response Requirements**

| Evaluation Criteria                                                                                                                                                                                                                                                  | Evaluation Outcome | Score     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------|
| <b>Definition:</b> The bidder provides an outstanding response that is highly detailed and demonstrates exceptional understanding of the Narrative Item.<br><b>Criteria:</b><br>1. Demonstrates the ability and intent to meet or exceed the Narrative Item in full. | Excellent (E)      | 15 Points |

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| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Evaluation Outcome | Score     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------|
| 2. Provides evidence of proven ability to meet or exceed the Narrative Item.<br>3. Provides highly detailed plans, or a methodology that further demonstrates how the Narrative Item will be optimally met or exceeded.<br>4. Provides an approach that is fully achievable and applies best practices.<br>5. Narrative Item response is clear and concisely presented.                                                                                                                                                                                                                                                                        |                    |           |
| <b>Definition:</b> The bidder provides a satisfactory response that is detailed and demonstrates a good understanding of the Narrative Item, with minor deficiencies.<br><b>Criteria:</b><br>1. Demonstrates the ability and intent to meet the Narrative Item in full, with minor details omitted.<br>2. Provides evidence of proven ability to meet the Narrative Item.<br>3. Provides detailed plans, or a methodology that further demonstrates how the Narrative Item will be met.<br>4. Provides an approach that is mostly achievable and applies acceptable practices.<br>5. Narrative Item response is clear and concisely presented. | Good (G)           | 10 Points |
| <b>Definition:</b> The bidder provides a marginal response with minimal details and lacks a good understanding of the Narrative Item, with major deficiencies.<br><b>Criteria:</b><br>1. Demonstrates the ability and intent to partially meet the Narrative Item, but lacks pertinent details.                                                                                                                                                                                                                                                                                                                                                | Marginal (M)       | 5 Points  |

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| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Evaluation Outcome | Score    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|
| 2. Does not provide evidence of proven ability to meet the Narrative Item.<br>3. Does not provide detailed plans, or a methodology that further demonstrates how the Narrative Item will be met.<br>4. Provides an approach that is partially achievable or does not apply acceptable practices.<br>5. Narrative Item response is partially clear or partially concise.                                                                                                                                                                              |                    |          |
| <b>Definition:</b> The bidder provides an unsatisfactory response that fails to address the Narrative Item entirely or provides no relevant information.<br><b>Criteria:</b><br>1. Does not demonstrate the ability and intent to meet the Narrative Item.<br>2. Does not provide evidence of proven ability to meet the Narrative Item.<br>3. Does not provide plans or a methodology that demonstrates how the Narrative Item will be met.<br>4. Provides an approach that is unachievable.<br>5. Narrative Item response is unclear or unconcise. | Unacceptable (U)   | 0 Points |

### 7.2.9 CALCULATE PROPOSAL NON-COST SCORE

The evaluation team will calculate the final proposal non-cost score. The Bidder's non-cost score is the sum of the Bidder's qualification requirements score plus the bidder's solution requirements score from the bidder's Final Proposal. The table below is an illustration of this process.

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**Table 7-6: Final Proposal Non-Cost Score Calculation**

| Bidder | Hypothetical Bidder & Key Staff Qualification Requirements Score | Hypothetical Bidder Solution Requirements Score | Hypothetical Bidder Final Proposal Score Summation |
|--------|------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------|
| A      | 70 points                                                        | 530 points                                      | 600 points                                         |
| B      | 60 points                                                        | 630 points                                      | 690 points                                         |
| C      | 50 points                                                        | 430 points                                      | 480 points                                         |

NOTE: Point values in the example explain the calculations and have no other significance.

## 7.2.10 COST EVALUATION

After Section 3, Administrative Requirements and Section 4, Proposal Requirements, Qualification and Solution Requirements (non-cost requirements) have been evaluated, the evaluation team will evaluate cost (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed compliant. If a Bidder is non-compliant in any non-cost requirement, cost will not be evaluated and the proposal will be disqualified from consideration of a Contract Award.

All cost worksheets will be evaluated to verify completeness and mathematical accuracy. [This includes ensuring all costs do not exceed two \(2\) decimal places.](#) If appropriate, errors will be corrected in accordance with Section 7.2.4, Errors in the Final Proposal. Any deviations will be evaluated in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

After costs worksheets have been evaluated to verify completeness and mathematical accuracy, the evaluation team will review each line item and apply points or determine if the line item is a pass or fail, as identified in Table 7-7, Cost Requirements Points. Any deviations will be evaluated in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

The cost requirements identified in Exhibit 24: Cost Workbook, consist of Mandatory (M), Mandatory Scorable (MS), Desirable Scorable (DS), and Optional (O) requirements. Bidders can receive up to 300 points for the Mandatory Scorable (MS) and Desirable Scorable (DS) line items in the Exhibit 24: Cost

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Workbook. Refer to Table 7-7: Cost Requirements Points for the possible points available for each line item.

1. Mandatory (M) Requirements:

The Bidder must provide a price for all line items that are Mandatory (M). The evaluation team will evaluate Bidder's responses to every Mandatory (M) Line Item in the Cost Worksheet to determine if the cost is reasonable and acceptable to the state. These line items will be evaluated as pass or fail. If the cost is not reasonable and acceptable to the state, it will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

2. Mandatory Scorable (MS) requirements:

The Bidder must provide a price for all line items that are Mandatory Scorable (MS). The price shall not exceed the not to exceed (NTE) amount identified for each line item on Cost Worksheet 1. The evaluation team will evaluate Bidder's responses to every Mandatory Scorable (MS) Line Item in the Cost Worksheet to determine if the cost is reasonable and acceptable to the state meets the NTE amount. If the cost exceeds the NTE amount, the final proposal will be disqualified. If the response does not exceed the NTE amount, the ~~These~~ line items will be evaluated utilizing the points identified in Table 7-7 and the methodology identified in Section 7.2.10.1, Cost Worksheet 1 Evaluation. ~~If the cost is not reasonable and acceptable to the state, it will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.~~

3. Desirable Scorable (DS) requirements:

Desirable Scorable (DS) line items in the Cost Worksheet are not required to be offered by the Bidder to be compliant with the solicitation requirements. However, if a Bidder provides a price for a line item that is Desirable Scorable (DS), the evaluation team will evaluate the line Item in the Cost Worksheet ~~to determine if the cost is reasonable and acceptable to the state.~~ ~~These line items will be evaluated~~ utilizing the points identified in Table 7-7 and the methodology identified in Section 7.2.10.1, Cost Worksheet 1 Evaluation. ~~If cost is not reasonable and acceptable to the state, the bidder will receive no points, the state will not consider these line items for evaluation, and the line items will not be included if the Bidder is awarded a contract.~~



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4. Optional (O) requirements:

Optional (O) line items in the Cost Worksheet are not required to be offered by the Bidder to be compliant with the solicitation requirements. However, if a Bidder provides a price or incentive for a line item that is Optional (O), the evaluation team will evaluate the line item in the Cost Worksheet to determine if the cost or incentive is reasonable and acceptable to the state. If the cost or incentive is not reasonable and acceptable to the state, the state will not consider these line items for evaluation and the line items will not be included if the Bidder is awarded a contract.

**Table 7-7: Cost Requirements Points**

| Item #                  | Requirement Type | Points Possible or Pass/Fail | Description                                                                                  |
|-------------------------|------------------|------------------------------|----------------------------------------------------------------------------------------------|
| <b>Cost Worksheet 1</b> |                  |                              |                                                                                              |
| 1                       | MS               | 120                          | Telephone Call (no video)                                                                    |
| 2                       | MS               | <del>45</del> 51             | Video Call                                                                                   |
| 3                       | MS               | <del>30</del> 32             | E-Message                                                                                    |
| <del>4</del>            | <del>MS</del>    | <del>4</del>                 | <del>E-Letter</del>                                                                          |
| <del>54</del>           | MS               | <del>18</del> 20             | Photograph                                                                                   |
| <del>65</del>           | MS               | <del>4</del> 6               | E-Card                                                                                       |
| <del>76</del>           | MS               | <del>4</del> 6               | Video Message                                                                                |
| <del>87</del>           | MS               | 3                            | Printed Content (B/W)                                                                        |
| <del>98</del>           | MS               | 3                            | Printed Content (Color)                                                                      |
| <del>109</del>          | DS               | 4                            | e-Book subscription                                                                          |
| <del>1110</del>         | DS               | 4                            | Audio Book subscription                                                                      |
| <del>1211</del>         | DS               | 4                            | Podcast subscription                                                                         |
| <del>1312</del>         | DS               | 4                            | Games subscription                                                                           |
| <del>1413</del>         | DS               | 6                            | Music subscription                                                                           |
| <del>1514</del>         | DS               | 9                            | Movie and TV subscription                                                                    |
| <del>1615</del>         | DS               | 4                            | News and Sports subscription                                                                 |
| <del>1716</del>         | DS               | 4                            | Internet Radio without playlists, caching or download subscription                           |
| <del>18</del>           | <del>DS</del>    | <del>10</del>                | <del>Delivery of scanned mail (Exhibit 21 Technical Requirements Int-108 Scanned Mail)</del> |
| <b>Cost Worksheet 2</b> |                  |                              |                                                                                              |
| 1                       | M                | Pass/Fail                    | Replacement Earbuds                                                                          |

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| Item #                           | Requirement Type | Points Possible or Pass/Fail | Description                               |
|----------------------------------|------------------|------------------------------|-------------------------------------------|
| 2                                | M                | Pass/Fail                    | Replacement Device Charger                |
| 3                                | M                | Pass/Fail                    | Replacement Over the Ear Headphones       |
| 4                                | O                | Pass/Fail                    | Keyboard                                  |
| 5                                | O                | Pass/Fail                    | Screen Protector                          |
| 6                                | O                | Pass/Fail                    | Other accessories (List)                  |
| <b>Cost Worksheet 3</b>          |                  |                              |                                           |
| 1                                | DS               | 10                           | Free Telephone Calls (no video) per month |
| 2                                | DS               | 5                            | Free Video Calls per month                |
| 3                                | DS               | 5                            | Free E-Messages per month                 |
| 4                                | O                | Pass/Fail                    | Other incentives (List)                   |
| <b>Maximum Total Cost Points</b> |                  | <b>300 Points</b>            |                                           |

**7.2.10.1 COST WORKSHEET 1 EVALUATION**

The MS and DS line items will be scored as follows:

1. The cost calculated in the "Total Evaluated Cost (Years 1-10 for evaluation only)" column for each line item will be used to perform the cost score calculation.
2. The Bidder with the lowest "Total Evaluated Cost (Years 1-10 for evaluation only)" will receive the maximum score for that line item.
3. All other Bidders will receive a proportionally lower score using the ratio of the lowest "Total Evaluated Cost (Years 1-10 for evaluation only)" to the Bidder's "Total Evaluated Cost (Years 1-10 for evaluation only)" applied to the maximum points for each line item, as shown in the Bidder cost score formula Table 7-8 below:

**Table 7-8: Bidder Cost Score Formula for [each Line Item in Cost Worksheet 1](#)**

| <b>Bidder Cost Score Formula for <a href="#">each Line Item in Cost Worksheet 1</a></b> |   |                 |                     |
|-----------------------------------------------------------------------------------------|---|-----------------|---------------------|
| (Lowest Total Evaluated Cost)                                                           | X | points possible | = Bidder Cost Score |
| (Bidder's Total Evaluated Cost)                                                         |   |                 |                     |

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The cost score calculation example in Table 7-9: Bidder Cost Score Calculation for Cost Worksheet 1 example illustrates that Bidder C proposed the lowest Total Evaluated Cost for a line item and received the maximum points possible.

**Table 7-9: Bidder Cost Score Calculation for [each Line Item in Cost Worksheet 1](#)**

| Bidder | Total Evaluated Cost (Years 1-10 for evaluation only) | Calculation                                      | Bidder Cost Score |
|--------|-------------------------------------------------------|--------------------------------------------------|-------------------|
| A      | \$3.00                                                | $\frac{\$1.00}{\$3.00} \times 10 \text{ points}$ | 3.33 points       |
| B      | \$2.00                                                | $\frac{\$1.00}{\$2.00} \times 10 \text{ points}$ | 5 points          |
| C      | \$1.00                                                | $\frac{\$1.00}{\$1.00} \times 10 \text{ points}$ | 10 points         |

NOTE: Point values in this example explain the calculations and have no other significance.

### 7.2.10.2 COST WORKSHEET 3 EVALUATION

The MS and DS line items will be scored as follows:

1. The value calculated in the "Total Evaluated Incentive (Years 1-10 for evaluation only)" column for each line item will be used to perform the incentive score calculation.
2. The Bidder with the highest value calculated in the "Total Evaluated Incentive (Years 1-10 for evaluation only)" will receive the maximum score for that line item.
3. All other Bidders will receive a proportionally lower score using the ratio of the Bidder's "Total Evaluated Incentive (Years 1-10 for evaluation only)" to the highest value calculated in the "Total Evaluated Incentive (Years 1-10 for evaluation only)" applied to the maximum points for each line item, as shown in the Bidder cost score formula Table 7-10 below:

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**Table 7-10: Bidder Cost Score Formula for [each DS Line Item in Cost Worksheet 3](#)**

| Bidder Cost Score Formula for <a href="#">each DS Line Item in Cost Worksheet 3</a> |  |          |                     |
|-------------------------------------------------------------------------------------|--|----------|---------------------|
| (Bidder's Total Evaluated Incentive)                                                |  | X        | points              |
|                                                                                     |  | possible | = Bidder Cost Score |
| (Highest Total Evaluated Incentive)                                                 |  |          |                     |

The cost score calculation example in Table 7-11, Bidder Cost Score Calculation for Cost Worksheet 3 example illustrates that Bidder C proposed the highest Total Evaluated Incentive for a line item and received the maximum points possible.

**Table 7-11: Bidder Cost Score Calculation for [each DS Line Item in Cost Worksheet 3](#)**

| Bidder | Total Evaluated Incentive (Years 1-10 for evaluation only) | Calculation                                | Bidder Cost Score |
|--------|------------------------------------------------------------|--------------------------------------------|-------------------|
| A      | 100                                                        | $\frac{100}{300} \times 10 \text{ points}$ | 3.33 points       |
| B      | 200                                                        | $\frac{200}{300} \times 10 \text{ points}$ | 6.66 points       |
| C      | 300                                                        | $\frac{300}{300} \times 10 \text{ points}$ | 10 points         |

NOTE: Point values in this example explain the calculations and have no other significance.

**7.2.11 SOCIOECONOMIC PROGRAMS**

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points

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in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 7-14, Final Score and Rank Determination, provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

### **7.2.12 TACPA PREFERENCE**

The State will give preferences in accordance with the GC 4530-4535.3, for bidders who are California home based and who qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by computing and returning the appropriate forms described in the RFP. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

The maximum preference allowed for TACPA may not exceed \$50,000.00 for any bid. Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or a maximum of \$50,000.00, whichever is less. The TACPA preference is a dollar preference, applied against the Bidder's proposed cost, before cost is evaluated and converted to points.

The State will verify Target Area Contract Preference Act (TACPA) preference and apply the TACPA Preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

### **7.2.13 SMALL BUSINESS PREFERENCE**

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly.

In accordance with Government Code §14835 et seq., bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring [bidder that did not qualify for the small business preference points non-small-business-and](#) that is responsible and responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor

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participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring bidder that did not qualify for the small business preference points non-small business and that is responsible and responsive to the proposal requirements ~~and that is not subcontracting a minimum of 25% to a small business~~. Non-small business bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price (total value of the contract) with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 7-12, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scoring bidder that did not qualify for the small business preference points ~~scorer of a non-small business~~, which is  $(680.00 \text{ points}) \times (.05) = 34 \text{ points}$ . Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

**Table 7-12: Small Business Preference Points Calculation**

| Bidder | Bidder Total Proposal Score | Small Business Preference Claim? | Non-Small Business <u>claiming 25% California certified small business subcontractor participation</u> Preference Claim? | Small Business Preference Points Awarded |
|--------|-----------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| A      | 900 pts                     | Yes                              | No                                                                                                                       | 34 pts                                   |
| B      | 940 pts                     | No                               | Yes                                                                                                                      | 34 pts                                   |
| C      | 680 pts                     | No                               | No                                                                                                                       | 0 pts                                    |

NOTE: Calculation is based on 5% of the Bidder with the highest "Bidder proposal score" ~~that is which is neither a small business nor a non-small business~~

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subcontracting a minimum of 25 percent (25%) to a small business~~a non-small business~~. In the example Table 7-12, Bidder C has the highest non-small business score.

#### **7.2.14 DVBE INCENTIVE**

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 3-2: DVBE Incentive Scale and Participation Incentive Points in Section 3.19.2.2, *DVBE Incentive (O)*.

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Proposers who meet or exceed three percent (3%) of its contract value to DVBE participation. For contract award evaluation purposes only, the State shall apply the incentive to responsive proposals from responsible Bidders providing at least three percent (3%) of its contract value to DVBE participation. The incentive amount is based on a scale under which Bidder's obtaining higher levels of participation qualify for greater incentive amounts, according to Table 3-2: DVBE Incentive Scale and Participation Incentive Points in Section 3.19.2.2. The minimum incentive amount for this RFP is three percent (3%) of the total available points not including points for socioeconomic incentives or preferences (30 points), with a maximum incentive amount of five percent (5%) of those available points (50 points).

#### **7.2.15 BIDDER FINAL PROPOSAL SCORE CALCULATION AND RANK DETERMINATION**

The evaluation team will calculate the Bidder's final proposal score. Table 7-13, Bidder Final Proposal Score Calculation example illustrates the Bidder's final proposal score that incorporates both preference and incentive points.

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**Table 7-13: Bidder Final Proposal Score Calculation**

| Bidder | Bidder<br>Total Final<br>Proposal<br>Score<br>(non-cost<br>and cost) | Small<br>Business<br>Preference<br>Points<br>Awarded | Verified<br>DVBE % | DVBE<br>Incentive<br>Points<br>Awarded | Bidder<br>Proposal<br>Score<br>(Total<br>Score<br>with<br>Preferences<br>and<br>Incentive Points) |
|--------|----------------------------------------------------------------------|------------------------------------------------------|--------------------|----------------------------------------|---------------------------------------------------------------------------------------------------|
| A      | 900 pts                                                              | 34 pts                                               | 3%                 | 30.00 pts                              | 964 pts                                                                                           |
| B      | 940 pts                                                              | 34 pts                                               | 4%                 | 40.00 pts                              | 1,014 pts                                                                                         |
| C      | 680 pts                                                              | 0 pts                                                | 5%                 | 50.00 pts                              | 730 pts                                                                                           |

**NOTE:** Bidder final proposal score calculation in Table 7-13 is an example that explains the calculations and has no other significance.

### 7.3 NEGOTIATIONS

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution. At the discretion of the State, up to three (3) of the highest scoring bidders may be determined eligible to participate in the negotiation process.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise their Proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to materially enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. Negotiated items will be determined by the State after final proposals are evaluated. The state



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reserves the right to determine the topics for negotiation and revise the scoring criteria to the State's discretion to obtain a value effective solution.

All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

### **7.3.1 NEGOTIATION INVITATION**

Once eligible Bidders are determined, based on the criteria set forth in Section 7.3, Negotiations, the State will notify those bidders in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations. Bidder(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within two (2) State business days of invitation.

### **7.3.2 DEMONSTRATIONS**

Demonstrations may be included as part of the negotiation process. The demonstration is intended to afford the State the ability to verify the claims made by the Bidder in response to the requirements, corroborate the evaluation of the proposal, and/or confirm that the hardware and/or software proposed are actually in operation.

Costs for developing and providing the demonstration, including travel if necessary, are entirely the responsibility of the Bidder and shall not be chargeable to the State. Failure of the Bidder to demonstrate that the claims made by the proposal in response to the solicitation requirements, if in fact true, may be sufficient to cause the proposal to be deemed non-responsive. The State reserves the right to determine whether or not the demonstration has been successfully passed.

The qualified Bidders will be notified and receive a letter specifying the requirements and guidelines for the demonstrations at least seven (7) calendar days prior to the scheduled dates for the demonstrations.

### **7.3.3 BEST AND FINAL OFFER SUBMISSION (BAFO)**

At the conclusion of negotiations, the State may request a BAFO submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for 120 calendar days following the scheduled date for

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submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in Section 2.2.1, Procurement Officer, by the specific date and time that will be communicated to each Bidder individually in writing.

The BAFO submission must address the following:

1. A supplemental proposal containing all negotiated/revised section(s) of the Bidder's original Final Proposal, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.
2. The supplemental proposal must include all changes made to negotiated section(s) of the Bidder's original Final Proposal in tracked changes. Changes to the Bidder's original Final Proposal that are not tracked in the supplemental proposal or otherwise identified may result in rejection of the proposal or cause for termination of the Contract.
3. An executive summary must accompany the supplemental proposal, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Bidder's original Final Proposal. The Bidder must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to RFP C5611826 and the changes identified in this executive summary represent all changes made to {Bidder's name} Final Proposal previously submitted to the State. Any substantive change not included in this list is non-operative, non-binding, and will not be considered a part of the {Bidder's name} BAFO."

#### **7.3.4 EVALUATION OF BAFO SUBMISSION**

The State will evaluate the BAFO submissions, based on topics negotiated and obtaining the value effective solution for the State. The State will document the evaluation process and selection criteria in its final selection documents.

#### **7.4 AWARD AND EXECUTION**

Upon completion of evaluation of the BAFOs, final selection will be determined based on the responsive and responsible Bidder submitting the highest scoring (after preferences and incentive points are applied) BAFO proposal. The State reserves the right at any time to reject any or all proposals..

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## **7.5 DEBRIEFING**

A debriefing may be held within thirty (30) days after Contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the bidder's Final Proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

## **8 INFORMATIONAL ATTACHMENTS**

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Bidder's proposal response.

1. Attachment 1: Template for Question Submittal. This attachment provides the format for a Bidder to submit questions regarding this solicitation.
2. Attachment 2: Proposal Submission Checklist. This attachment references items to be submitted as part of the Final Proposal submission but is not guaranteed to include all necessary items.
3. Attachment 3: Bidders' Library Table of Contents. This attachment provides a list of the documents contained in the Bidders' Library.

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### ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL

The Bidder is required to use this form when submitting questions to the Procurement Officer listed in Section 2.2.1. Instructions are as follows:

**Name of Bidder** – Provide the name of the bidding firm

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the question.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Q #** – Sequentially number each question, always starting at one (1) for each submission.

**Section/Document(s)** – Identify the section or document the request pertains to, such as “Section 5.4, Sales Tax.”

**Page #** – Identify the page number of the section/document name or title the question pertains to.

**Question** – Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions.

Table-8-1 Question Submittal Form

| SOLICITATION Bidder Question Form |                     |        |          |
|-----------------------------------|---------------------|--------|----------|
| Name of Bidder:                   |                     |        |          |
| Contact Person:                   |                     |        |          |
| Contact Email and Phone Number:   |                     |        |          |
| Q #                               | Section/Document(s) | Page # | Question |
| 1                                 |                     |        |          |
| 2                                 |                     |        |          |
| 3                                 |                     |        |          |

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## **ATTACHMENT 2: SOLICITATION SUBMISSION CHECKLIST**

(This attachment is not required to be submitted with your solicitation response.)

Has your firm completed the following?

- ☐ Exhibit 1: Intent to Bid
- ☐ Exhibit 2: Confidentiality Statement
- ☐ Participated in the Mandatory Site walks?
- ☐ Obtained an OSTP eVAQ?

Does your Final Proposal follow the format specified in Section 6?

- ☐ Uploaded and formatted as identified in Section 6.
- ☐ No cost data provided in any volumes, except in Volume 2.

Volume 1: RESPONSE TO ADMINISTRATIVE AND PROPOSAL REQUIREMENTS

- ☐ Exhibits 3-23 have been completed in their entirety and are submitted

Volume 2: Cost

- ☐ Exhibit 24: Cost Workbook, submitted in native file format within a folder labeled Volume 2.

The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirements. The checklist is only a tool to assist participating bidders in compiling the Final Proposal. The bidder is encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of the Final Proposal cannot be over emphasized.

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RFP C5611826, [Addendum 1](#)**ATTACHMENT 3: BIDDERS' LIBRARY TABLE OF CONTENTS**

| <b>Document Name</b>                                                                                                                 | <b><a href="#">RFP Section Reference</a></b>                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 Design and Construction Policy Guidelines                                                                                       | <a href="#">SOW Section 23, Cabling and Power Installation</a>                                                                                                                                                |
| 2024 Design Criteria Guidelines                                                                                                      | <a href="#">SOW Section 23, Cabling and Power Installation</a>                                                                                                                                                |
| 2024 DOM                                                                                                                             | <a href="#">RFP Section 2.5.2, Mandatory Site Visits</a><br><a href="#">SOW Section 5.7, CDCR Policy and Regulations Compliance</a><br><a href="#">Appendix B – CDCR Special Provisions, Sections E and I</a> |
| California Code of Regulations-Title15_2024                                                                                          | <a href="#">SOW Section 5.7, CDCR Policy and Regulations Compliance</a><br><a href="#">Appendix B – CDCR Special Provisions, Sections E and Q</a>                                                             |
| <a href="#">CCTRP Addresses</a>                                                                                                      | <a href="#">Exhibit 23, Narrative Responses</a><br><a href="#">SOW Section 26, System Implementation</a>                                                                                                      |
| CDCR 0181 - Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Incarcerated people (Rev.10-14) | <a href="#">SOW Section 4, Contract Contacts</a>                                                                                                                                                              |
| CDCR 2189 - Incarcerated-Paroled Relative or Associate Notification                                                                  | <a href="#">SOW Section 10, Contractor Onboarding</a>                                                                                                                                                         |
| CDCR 2301 ADA - PREA Policy Information for Volunteers and Contractors Part A                                                        | <a href="#">SOW Section 10, Contractor Onboarding</a>                                                                                                                                                         |
| <del>Gate Clearance Form</del> (CDCR 2311 – Background Security Clearance Application <a href="#">(Gate Clearance Form)</a> )        | <a href="#">RFP Section 2.3, Key Action Dates</a><br><a href="#">RFP Section 2.5.2, Mandatory Site Visits</a>                                                                                                 |
| CDCR Adult Institutions Addresses                                                                                                    | <a href="#">SOW Section 26, System Implementation</a>                                                                                                                                                         |
| <a href="#">CDCR Camp Population</a>                                                                                                 | <a href="#">For Informational Purposes</a>                                                                                                                                                                    |
| <a href="#">CDCR CCTRP Population</a>                                                                                                | <a href="#">For Informational Purposes</a>                                                                                                                                                                    |

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| Document Name                                                              | RFP Section Reference                                                                                                                          |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| CDCR Fire Camps Addresses                                                  | <a href="#">SOW Section 26, System Implementation</a>                                                                                          |
| CDCR Youth Facility Address                                                | <a href="#">SOW Section 26, System Implementation</a>                                                                                          |
| Cloud Computing Services Special Provisions                                | <a href="#">RFP Section 3.11.2, Cloud Computing Services Provisions</a>                                                                        |
| Cloud Computing-Software as a Services-General Provisions                  | <a href="#">RFP Section 3.11.2, Cloud Computing Services Provisions</a>                                                                        |
| <a href="#">CTS Call Volume by Call Type Aug2024</a>                       | <a href="#">For Informational Purposes</a>                                                                                                     |
| CTS <del>Estimated</del> Monthly Usage <a href="#">Addm 1</a>              | <a href="#">For Informational Purposes</a>                                                                                                     |
| Current CTS Equipment List <a href="#">Addm 1</a>                          | <a href="#">RFP Section 1.5.1.1, Communication Services</a>                                                                                    |
| Custody_Escort_Reimbursement-Process-Flow-v01-40                           | <a href="#">SOW Section 9, Contractor Roles and Responsibilities</a>                                                                           |
| Data Sharing Agreement_ISO_DSA                                             | <a href="#">RFP Exhibit 23: Narrative Responses</a><br><a href="#">SOW Section 7, Data Backups</a><br><a href="#">SOW Section 18, Security</a> |
| <del>Exhibit</del> —California Weekly Report of Population                 | <a href="#">For Informational Purposes</a>                                                                                                     |
| <del>Exhibit</del> ——Contractor Criminal Intelligence Analyst Requirements | <a href="#">Exhibit 20, Business Requirement #ITS-207: Digital Forensic Examiner/ Analytical Support</a>                                       |
| Existing Services Cost Worksheets                                          | <a href="#">RFP Section 5, Cost</a>                                                                                                            |
| HIPAA Business Associate Agreement_CCHCS_10_03_2023                        | <a href="#">Exhibit 21, Technical Requirement #Web-007</a>                                                                                     |
| <del>PREA Policy Information for Volunteers and Contractors 844-1</del>    |                                                                                                                                                |
| <a href="#">Housing Updates September 2024</a>                             | <a href="#">For Informational Purposes</a>                                                                                                     |
| <a href="#">Site Walk Attendee Sign In</a>                                 | <a href="#">For Informational Purposes</a>                                                                                                     |
| <a href="#">Speech to Speech FCC</a>                                       | <a href="#">For Informational Purposes</a>                                                                                                     |
| State-Fire-Marshal_Reimbursement-Process-Flow-v01-31                       | <a href="#">SOW Section 25, Pre-Installation Documentation</a>                                                                                 |

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| Document Name                                               | RFP Section Reference                                          |
|-------------------------------------------------------------|----------------------------------------------------------------|
| Structured Cabling Guidelines FPCM CIS Version 4.6 04302023 | <a href="#">SOW Section 23, Cabling And Power Installation</a> |





**REQUEST FOR PROPOSAL (RFP)**

**RFP C5611826**

**PART 2 – BIDDER RESPONSE**

**FOR**

**Communications and Technology Solution (IC+)**

**Addendum 1**

**09/25/2024**

**Issued by:**

**STATE OF CALIFORNIA**

**California Department of Technology**

**10860 Gold Center Drive,**

**Rancho Cordova, CA 95670**

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains the SOW as well as all forms a Bidder must complete and return with its Final Proposal, including ~~the STD-213, SOW,~~ administrative forms, qualification forms, requirement responses and all exhibits/~~attachments~~ discussed in Part 1.

Disclaimer: The original PDF version and any subsequent solicitation addendums released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

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Part 2 – Bidder Response

### **APPENDIX A - STATEMENT OF WORK**

Refer to the Word file on Cal eProcure labeled, "Appendix A: Statement of Work" for purposes of this RFP.

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Part 2 – Bidder Response

## **SOLICITATION FORMS**

The following exhibits and attachments, of Part 2 of the solicitation template are the forms the Bidder must complete and return with Final Proposal, including the administrative forms, qualification forms, bid requirement responses and all exhibits/attachments discussed in Part 1.

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Part 2 – Bidder Response

**EXHIBIT 1: INTENT TO BID**

Submit to: CDT, OSTP Procurement Officers per Section 2.2.1.

We (the Bidder) (select all appropriate responses below):

1. ☐ Intend to submit a bid; OR ☐ Do not intend to submit a bid, for the following reason:
2. ☐ Have completed and are submitting the appropriate forms to participate in Site Visits.
3. ☐ Understand we must have a valid eVAQ to submit a final proposal for this solicitation.

The individuals to whom all information regarding this solicitation shall be transmitted are:

Name 1:

Title:

Phone Number:

Email:

Name 2:

Title:

Phone Number:

Email:

Sincerely,

Apply signature

Name and Title

Bidder Name

Address

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## **EXHIBIT 2: CONFIDENTIALITY STATEMENT**

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT), California Department of Corrections and Rehabilitation (CDCR), or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT, CDCR, or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT or CDCR has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized CDT or CDCR representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival

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backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

All personnel assigned to this project shall be provided with a Confidentiality Statement and will be expected to sign and return it to the State's project manager before beginning work on this project.

|                      |  |        |  |               |  |
|----------------------|--|--------|--|---------------|--|
| Representative Name: |  | Title: |  | Phone Number: |  |
| Company Name:        |  |        |  |               |  |
| Address:             |  |        |  |               |  |
| City/State/Zip Code: |  |        |  |               |  |
| Signature:           |  |        |  |               |  |
| Date:                |  |        |  |               |  |

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### EXHIBIT 3: COVER LETTER FORM

Bidder's Company Legal Name:

Bidder's Company Address:

Bidder's CDT OSTP eVAQ Number:

Indicate Yes or No for Agreement with each of the following items:

The proposal response is the bidder's binding offer, good for 180 calendar days from scheduled contract award date, as noted in Section 2.3, *Key Action Dates*.

**Choose an item.**

The bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation. **Choose an item.**

The bidder agrees that the bidder has available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.

**Choose an item.**

This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned proposal may be rejected. **Choose an item.**

Provide email and phone number of the person signing the letter:

Apply signature of authorized individual of the Bidder:

Name:

Title:

Date signed:

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#### EXHIBIT 4: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must indicate agreement to each of the Administrative Requirements in the table below as described in Section 3.3, Administrative Requirements Document (M). By indicating "Yes," the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering "No" to any of the mandatory administrative requirements in the Final Proposal will deem the Bidder non-responsive and will be the basis for rejecting the Bidder's proposal.

| RFP Section* | Administrative Requirement – RFP Section 3      | Bidder Agrees<br>Yes / No                                |
|--------------|-------------------------------------------------|----------------------------------------------------------|
| 3.1          | Confidentiality Statement (M)                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2          | Cover Letter (M)                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3          | Administrative Requirements Document (M)        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.4          | Incorporation of EVAQ Requirements (M)          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.5          | Ability to Perform (M)                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.6          | Joint Bids (M)                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.7          | Primary Bidder/Prime Contractor (M)             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.8          | Subcontractors (M)                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.9          | Bidder Declaration Form (M)                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.10         | Amendment (M)                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.11         | General Provisions (M)                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.11.1       | General Provisions – Information Technology (M) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.11.2       | Cloud Computing Services Provisions (M)         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.11.3       | CDCR Special Provisions (M)                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.12         | Statement of Work (M)                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |



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| <b>RFP<br/>Section*</b> | <b>Administrative Requirement – RFP Section 3</b>                                  | <b>Bidder Agrees<br/>Yes / No</b>                        |
|-------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------|
| 3.13                    | Financial Responsibility Information (M)                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.14                    | Insurance and Liability General Requirements (M)                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.15                    | Workers' Compensation/Employer's Liability (M)                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.16                    | Iran Contracting Act of 2010 (M)                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.17                    | Std 1000, Generative Artificial Intelligence (GenAI)<br>Disclosure & Factsheet (M) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.18                    | Bonds and Other Security Documents (M)                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.19                    | Socioeconomic Programs (M)                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.20                    | Productive Use Requirements (M)                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.20.1                  | Customer In-Use (M)                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.20.3                  | Customer List for Productive Use Requirements (M)                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.20.4                  | Hardware/Equipment (M)                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21                    | Public Works Requirements (M)                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.1                  | Laws to be Observed (M)                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.2                  | Labor (M)                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.3                  | Travel and Subsistence Payments (M)                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.4                  | Apprentices (M)                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.5                  | Payroll (M)                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.21.6                  | Contractor's License (M)                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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**EXHIBIT 5: BIDDER DECLARATION GSPD 05-105**

ATTACH THE BIDDER DECLARATION GSPD-05-105 AS EXHIBIT 5.

The following link takes you to the website where you can search for the *Bidder Declaration GSPD-05-105* and its instructions as a fill and print PDF to download it:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

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**EXHIBIT 6: RESPONSIBILITY CERTIFICATION**

By signing and submitting this certification, the Bidder is providing the certification as set out below:

The Bidder certifies to the best of its knowledge and belief that the Bidder, the Bidder's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

|                                           |                            |
|-------------------------------------------|----------------------------|
| Vendor Name (Printed):                    | Federal ID Number (or n/a) |
| By (Authorized Signature):                |                            |
| Printed Name and Title of Person Signing: | Date Executed:             |

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**EXHIBIT 7: WORKERS' COMPENSATION CERTIFICATION**

**The undersigned in submitting this document hereby certifies the following:**

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

| Signature and Contact Information |                                |
|-----------------------------------|--------------------------------|
| Signature                         | Date Signed                    |
| Name (Print or Type)              | Title                          |
| Firm Name                         | Email Address and Phone Number |

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### EXHIBIT 8: IRAN CONTRACTING ACT OF 2010

(Public Contract Code § 2202-2208)

Prior to bidding on, submitting a proposal or executing a Contract or renewal for a State of California Contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law (Public Contract Code § 2205) establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts.

#### OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

|                                              |                             |
|----------------------------------------------|-----------------------------|
| Vendor Name/Financial Institution (Printed): | Federal ID Number (or n/a): |
|                                              |                             |

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|                                           |              |
|-------------------------------------------|--------------|
| By (Authorized Signature):                |              |
| Printed Name and Title of Person Signing: |              |
| Date Executed:                            | Executed in: |

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

|                                              |                            |
|----------------------------------------------|----------------------------|
| Vendor Name/Financial Institution (Printed): | Federal ID Number (or n/a) |
| By (Authorized Signature):                   |                            |
| Printed Name and Title of Person Signing:    | Date Executed:             |

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**EXHIBIT 9: STD 1000 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)  
DISCLOSURE & FACTSHEET**

Attach the Std 1000, Generative Artificial Intelligence (GenAI) Disclosure & Factsheet with final proposal submittal. The STD 1000 form is available at:  
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

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**EXHIBIT 10: LETTER OF BONDABILITY**

Attach a copy of the Letter of Bondability per RFP Section 3.18 as Exhibit 10.



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### **EXHIBIT 11: DVBE DECLARATIONS**

A copy of the STD. 843, Disabled Veteran Business Enterprise Declarations and its instructions is available as a fill and print PDF at:  
[https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf)

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## EXHIBIT 12: BIDDING PREFERENCES AND INCENTIVES

### ALL BIDDERS: COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH YOUR FINAL PROPOSAL.

#### 1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified Small Business and claim the Small Business Preference.

My DGS Small Business certification number is: \_\_\_\_\_

- ☐ I have recently filed for DGS Small Business preference but have not yet received certification, but I am claiming the Small Business preference.

- ☐ I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business Subcontractors performing a Commercially Useful Function and therefore I am claiming the preference.

*Bidder must complete and submit Exhibit 5: GSPD-05-105 Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified Small Business Subcontractor. The form can also be found at the following link:*

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

- ☐ I am not claiming the DGS Small Business preference.

#### 2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my STD. 843 form is attached.

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- ☐ I have recently filed for DGS DVBE certification, but have not yet received certification.
- ☐ I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.

*Bidder must submit a complete Exhibit 5: GSPD-05-105, Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified DVBE Subcontractor. Bidder must also submit an Exhibit 11, STD 843 DVBE Declarations, for each DVBE Subcontractor, signed by the DVBE owner/manager. The form can be found on the following link:*

[https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf)

- ☐ I am not claiming the DVBE incentive.

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**3. ADDITIONAL BIDDING PREFERENCES:**

The Bidder shall check the appropriate box or boxes from the choices below.

☐ I am not claiming the TACPA preference.

☐ I am claiming the TACPA bidding preference.

*Bidder must submit Exhibit 14: STD 830 TACPA Preference Request.*

Name of  
Bidder:

Signature and  
Date:

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### EXHIBIT 13: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS PROPOSAL.

**Bidder Name:** \_\_\_\_\_

Subcontractor Name (submit one form for each SB/DVBE): \_\_\_\_\_

Mark all that apply: DVBE: ☐ Small Business: ☐ Micro Business: ☐ N/A: ☐

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract/Purchase Order (PO) award consideration.

|    |                                                                                                                                                                                                                                                                                                                |                              |                                                                   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------|
| 1. | Is responsible for the execution of a distinct element of the resulting Contract.                                                                                                                                                                                                                              | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 2. | Carries out its obligation by actually performing, managing, or supervising the work involved.                                                                                                                                                                                                                 | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 3. | Performs work that is normal for its business services and functions.                                                                                                                                                                                                                                          | Yes <input type="checkbox"/> | No <input type="checkbox"/>                                       |
| 4. | Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with <b>NO</b> goods involved, check <b>N/A</b> and go to #5. | Yes <input type="checkbox"/> | No <input type="checkbox"/><br>or<br>N/A <input type="checkbox"/> |

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|    |                                                                                                                                          |                              |                             |
|----|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 5. | Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|----|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|

If the answer to any of the five (5) questions is “NO” except for #4 when marked with “N/A”, may result in your proposal being deemed non-responsive.

The bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the bidder is not claiming a Small Business or DVBE, indicate “Not claiming a preference” in the box below.

At the State's option prior to award, bidders may be required to submit additional written clarifying information.

By signing this form, the undersigned bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

**Bidder Signature:**

**Bidder Printed/Typed Name  
and Title:**

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**EXHIBIT 14: TACPA PREFERENCE REQUEST FORMS**

A copy of the *STD 830 TACPA Preference Request* and its instructions is available as a fill and print PDF at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

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**EXHIBIT 15: LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**

(APPLICABLE FOR INSTALLATIONS ONLY)

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the Contract is awarded to the aforesigned. I understand that under Public Contract Code Section 4100 through 4113 (see note below), I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%) of my total proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, SPECIFY THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTOR'S LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY NEED NOT BE LISTED.

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid proposal.

| SUBCONTRACTOR<br>NAME AND ADDRESS | TYPE OF WORK | LICENSE NO. | EXPIRATION<br>DATE |
|-----------------------------------|--------------|-------------|--------------------|
|                                   |              |             |                    |
|                                   |              |             |                    |
|                                   |              |             |                    |
|                                   |              |             |                    |

NOTE: The above listing requirement will for purposes of this proposal be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Public Contract Code Sections 4100 through 4113. Also, for purposes of this proposal and interpretation of The Act, a vendor will be considered to be a Prime Contractor regardless of whether such vendor is or is not a licensed Contractor.



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### EXHIBIT 16: CONTRACTOR'S LICENSE INFORMATION

(Installation Services Only)

Bidder shall complete the applicable contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. A Contractor's license for Class C-7 - Low Voltage Systems Contractor, C-10 - Electrical Contractor, and B - General Building Contractor are required before any Bidder can contract business (e.g. submit a proposal) which includes the installation of cable and wiring, electrical modification. In addition, if structural modifications are required, a Class B license is required.

|  |                                                                                                                                                    |  |                  |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|--|
|  | CONTRACTOR:                                                                                                                                        |  |                  |  |
|  | Class                                                                                                                                              |  | License No:      |  |
|  | Licensee:                                                                                                                                          |  | Expiration Date: |  |
|  | Note: Bidder (Firm's Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this Contract. |  |                  |  |
|  |                                                                                                                                                    |  |                  |  |
|  | SUBCONTRACTOR 1:                                                                                                                                   |  |                  |  |
|  | Class                                                                                                                                              |  | License No:      |  |
|  | Licensee:                                                                                                                                          |  | Expiration Date: |  |
|  | Relationship of Licensee to Contractor:                                                                                                            |  |                  |  |
|  |                                                                                                                                                    |  |                  |  |

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|  |                                               |  |                     |  |
|--|-----------------------------------------------|--|---------------------|--|
|  | SUBCONTRACTOR<br>2:                           |  |                     |  |
|  | Class                                         |  | License No:         |  |
|  | Licensee:                                     |  | Expiration<br>Date: |  |
|  | Relationship of<br>Licensee to<br>Contractor: |  |                     |  |
|  |                                               |  |                     |  |
|  | (Use additional sheets if necessary.)         |  |                     |  |

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### EXHIBIT 17: BIDDER QUALIFICATION FORM – INSTRUCTIONS

The Bidder must complete Exhibit 17.1: Bidder Qualifications Form with the qualifying project information being used to meet the minimum experience required for this project. A separate exhibit must be completed for each project used to meet the minimum mandatory requirements.

Exhibit 17.1, Bidder Qualifications Form, will be used by the California Department of Corrections and Rehabilitation (CDCR) to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit 17.1. Use additional forms as needed to complete each response. CDCR may contact references listed on Exhibit 17.2, Bidder Reference Form, to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive.

All experience must have occurred within eight (8) years prior to the solicitation release date, unless stated otherwise.

The Bidder must complete Exhibit 17.1, Bidder Qualifications Form, in accordance with the instructions provided below. One attachment must be completed for each separate project used to meet the minimum mandatory experience requirements.

All dates must be in MM/DD/YYYY format.

The contact person for Bidder's references may be employed by CDCR however, they must not be part of the IC+ RFP Evaluation Team. must not be an employee of the California Department of Corrections and Rehabilitation (CDCR). The reference and contact name(s) must be from the end user of the development project. References from another contractor or contracting company are not acceptable.

Bidder's references may be contacted to verify information provided by the Bidder.

**Box 1, Bidder:** Provide the company name of the Bidder submitting the proposal.

**Box 2, Project Name:** Provide the name of the project.

**Box 3, Company Name of the Bidder's reference.** Identify the company for whom the project was completed.

**Box 4, Contact name and contact information of the Bidder's reference.** Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project.

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By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in box 3. This reference must be the same person identified in the Bidder Reference Form (Exhibit 17.2).

**Boxes 5 and 6, Start Date and End Date:** Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.

**Box 7, Project Description:** Provide a brief description of the nature of the Bidder's cited project. The description should include those elements that are similar to the State's project as described in the solicitation.

**Box 8,** Check the appropriate response, "Yes" or "No". If the "No" box is checked, time spent on that project will not count towards Bidder experience. The Bidder must have been the Prime Contractor on the cited project.

**Box 9,** Check the appropriate response, "Yes" or "No" or "On-going"

**Box 10, Project Contract Amount:** Provide the dollar amount in currency format of the project contract value.

**Box 11,** Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each minimum experience requirement is met in full and is addressed in the Bidder qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the minimum experience requirements have been met, Bidder's proposal may be deemed non-responsive.

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### EXHIBIT 17.1: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience. A separate form must be completed for each project cited.

#### BIDDER QUALIFICATIONS FORM - Mandatory

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2  | Project Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3  | Name of Bidder's reference:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4  | Contact Name and Title, Email Address and Telephone Number of Bidder's reference:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5  | Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6  | End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7  | Project Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8  | Was the Bidder that performed the work the Prime Contractor? Yes ___ No ___                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9  | Was the project completed? Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input type="checkbox"/> (see line #6 for Contract completion date)                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10 | For each mandatory experience listed below, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field. |

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| Number | Classification | Mandatory Experience                                                                                                                                                                                                                                                                                                                                            | Total Experience Required | Experience gained on this cited Project                                                                            |
|--------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------|
| 11     | M              | Five (5) year's experience implementing and installing incarcerated people communication services at a minimum five (5) concurrent correctional environments at a county, state or federal level with at least 1,000 total incarcerated people with similar solutions to those outlined in Appendix A - Statement of Work (SoW).                                | 5 Years                   | Yes <input type="checkbox"/><br>No <input type="checkbox"/><br>Partial <input type="checkbox"/><br>Yr.____ Mo.____ |
|        |                | Description of services provided:                                                                                                                                                                                                                                                                                                                               |                           |                                                                                                                    |
| 12     | M              | Five (5) year's experience providing on site and remote maintenance and support of communication services to incarcerated people at a minimum five (5) concurrent correctional environments at a county, state or federal level with at least 1,000 total incarcerated people with similar solutions to those outlined in Appendix A - Statement of Work (SoW). | 5 Years                   | Yes <input type="checkbox"/><br>No <input type="checkbox"/><br>Partial <input type="checkbox"/><br>Yr.____ Mo.____ |
|        |                | Description of services provided:                                                                                                                                                                                                                                                                                                                               |                           |                                                                                                                    |

**EXHIBIT 17.2: BIDDER REFERENCE FORM**

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**Bidder Instructions:** Bidder must ensure all information requested in Exhibit 17.2: Bidder Reference Form is complete. One (1) form must be used for each corresponding Exhibit 17.1 submitted. The Bidder's reference contact must complete this form. Exhibit 17.2: Bidder Reference Form, must be completed in its entirety, signed, and dated by a reference that performed a management or supervisory role on the reference project to be considered responsive. The reference information below must be consistent with the corresponding Exhibit 17.1. Bidder must submit a copy of the completed Exhibit 17.1 and the corresponding Exhibit 17.2, to references for completion.

**Instructions to the Bidder's Reference:** Use the yes, no or n/a sections in the form to specify your satisfaction with the Bidder who performed the services described on Exhibit 17.1. Sign and date this Exhibit 17.2 and return the form(s) to the Bidder.

|   |                                                                                                                                        |
|---|----------------------------------------------------------------------------------------------------------------------------------------|
| a | Bidder:                                                                                                                                |
| b | Project Name:                                                                                                                          |
| c | Company Name of Bidder's reference:                                                                                                    |
| d | Contact Name and title, Email Address, and Telephone Number of Bidder's reference:                                                     |
| e | Bidder's involvement in this project (role and responsibilities):                                                                      |
| f | Description of project and services provided:<br><b>INPUT SAME INFORMATION FROM EXHIBIT 17.1, line 7, 11, and/or 12 as applicable.</b> |

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|    |                                                                                                                                     |            |
|----|-------------------------------------------------------------------------------------------------------------------------------------|------------|
| 9  | Satisfaction Rating to be completed by the Bidder's reference:<br>Circle Yes or No or, if applicable, N/A for each question. below. |            |
| 1  | Did the implementation stay on schedule?                                                                                            | Yes No N/A |
| 2  | Were you satisfied with the performance from key management positions?                                                              | Yes No     |
| 3  | Did the vendor's services and solutions meet the contractual expectations?                                                          | Yes No     |
| 4  | Were service requests completed in accordance with the Service Level Agreements (SLAs)?                                             | Yes No     |
| 5  | Did the vendor's services and solutions adhere to ADA standards?                                                                    | Yes No     |
| 6  | Did the vendor's services and solutions meet the contract's security requirements?                                                  | Yes No     |
| 7  | Was the vendor's solution successfully integrated with third party technology or external data stores?                              | Yes No N/A |
| 8  | Did the reporting capabilities of the vendor's solution meet the contractual requirements?                                          | Yes No     |
| 9  | Did the vendor consistently meet SLA objectives?                                                                                    | Yes No     |
| 10 | Use this section to provide additional context to any question above:                                                               |            |

By signing below, I declare that I have reviewed the information contained in Exhibit 17.1 and that the information is true and correct.



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Reference Signature:

Date:

---

Printed Name:

---

Reference Title or role on the project:

---

Reference Email:

---

Reference Phone:

---

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### EXHIBIT 18: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete Exhibit 18.1 through Exhibit 18.7 with the qualifying project information for each key staff used to meet the minimum experience required for this project. A separate Exhibit must be completed for each project used to meet the minimum mandatory requirements for each key staff.

Exhibits 18.1 through 18.7 will be used by the State to evaluate key staff's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit 18.1 – 18.7. Use additional forms as needed to complete each response. CDCR may contact references listed on Exhibit 19, Key Staff Reference Form, to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive.

All dates must be in MM/DD/YYYY format.

All experience must have occurred within the last eight (8) years prior to the Request for Proposal (RFP) release date.

The contact person for key staff's references may be employed by CDCR however, they must not be part of the IC+ RFP Evaluation Team.~~must not be an employee of CDCR.~~ The reference contact name(s) must be a representative of the company for which the project was developed. References from another contractor or contracting company are not acceptable.

**Box 1, Bidder:** Provide the company name of the Bidder submitting the proposal.

**Box 2, Key Staff Name:** Provide the name of the Bidder's proposed key staff for the IC+ solution.

**Box 3, Key Staff's Referenced Project Name:** Provide the project name for key staff's referenced project.

**Box 4, Company Name of key staff's reference:** Provide the company name of the key staff's reference.

**Box 5, Contact Information of key staff's reference:** Identify the contact information for whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in box 4. This reference must be the same person identified in the Bidder's Key Staff Reference Forms (Exhibit 19).

Provide the name of the individual from the company that received services from the key staff. Employee references are not acceptable.

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**Boxes 6 and 7, Key Staff Start Date and End Date:** Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

**Box, 8, Project Description:** Provide a brief description of the nature of the Key Staff's cited project. The description should include those elements that are similar to the State's project as described in the solicitation.

**Box 9, Project Contract Amount:** Provide the dollar amount in currency format of the project contract value.

**Box 10,** Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each minimum experience requirement is met in full and addressed in the key staff qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the minimum experience requirements has been met, the Bidder's proposal may be deemed non-response.

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### EXHIBIT 18.1: KEY STAFF - QUALIFICATIONS FORM – PROJECT MANAGER

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

| Key Staff Qualification Form – Project Manager |                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                              | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                              | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                              | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                              | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                              | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                              | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                              | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                              | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                              | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number | Classification | Experience                                                                                                                                                                                                                                                         | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Five (5) years of experience as a Lead Project Manager managing all aspects of the project including scope, schedule, communication, and resources on telecommunication implementation projects in a Correctional environment at a county, state or federal level. |                                                           |                                                  |

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|    |                                   |                                                                                                                                                                                                                                                                                                                                                                       |  |                        |
|----|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|
| 11 | Mandatory                         | Two (2) years of experience as a Lead Project Manager managing all aspects of the project including scope, schedule, communication, and resources on network implementation projects, including wide area network, local area network, wireless networks or emerging network technologies projects in a Correctional environment at a county, state or federal level. |  |                        |
| 12 | Desirable<br>Scorable (5 points)  | Active Project Management Institution (PMI) Project Management Professional (PMP) certification.                                                                                                                                                                                                                                                                      |  | Attach PMP Certificate |
| 13 | Desirable<br>Scorable (10 points) | Experience managing projects in a Correctional environment at a county, state or federal level in the State of California.                                                                                                                                                                                                                                            |  |                        |

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|                                |    |  |
|--------------------------------|----|--|
| Total Maximum Points Possible: | 15 |  |
|--------------------------------|----|--|

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**EXHIBIT 18.2: KEY STAFF - QUALIFICATIONS FORM – ON-SITE INSTALLATION MANAGER**

| Key Staff Qualification Form – On-Site Installation Manager |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                           | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                                           | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                                           | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                                           | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                                           | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                                           | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                                           | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                                           | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                                           | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |



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| Number | Classification | Experience                                                                                                                                                                                                        | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Three (3) years managing the on-site installation of telecommunication, network, server, wiring/cabling, and other IT equipment in a Correctional environment at a county, state or federal level.                |                                                           |                                                  |
| 11     | Mandatory      | Three (3) years managing multiple, concurrent work crews installing telecommunication, network, server, wiring/cabling, and other IT equipment in a Correctional environment at a county, state or federal level. |                                                           |                                                  |

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|                                |                                     |                                                                                                                                                   |    |  |
|--------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 12                             | Desirable<br>Scorable (5<br>points) | Three (3) year's experience as the on-site manager for installations statewide in a Correctional environment at a county, state or federal level. |    |  |
| 13                             | Desirable<br>Scorable (5<br>points) | Two (2) year's experience applying and adhering to California Building Codes.                                                                     |    |  |
| Total Maximum Points Possible: |                                     |                                                                                                                                                   | 10 |  |

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### EXHIBIT 18.3: KEY STAFF - QUALIFICATIONS FORM – IMPLEMENTATION MANAGER

| Key Staff Qualification Form – Implementation Manager |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                     | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                                     | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                                     | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                                     | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                                     | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                                     | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                                     | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                                     | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                                     | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number | Classification | Experience                                                                                                                                                                      | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Five (5) year's experience implementing communication systems for incarcerated people.                                                                                          |                                                           |                                                  |
| 11     | Mandatory      | Four (4) year's experience implementing telecommunication, network, server, wiring/cabling, and IT equipment in a Correctional environment at a county, state or federal level. |                                                           |                                                  |

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|                                |                                     |                                                                                                                                                                                            |    |  |
|--------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 12                             | Desirable<br>Scorable (5<br>points) | Three (3) years of experience implementing telecommunication, network, server, wiring/cable, and IT equipment statewide in a Correctional environment at a county, state or federal level. |    |  |
| 13                             | Desirable<br>Scorable (5<br>points) | Five (5) years of experience implementing a wireless network in a correctional environment at a county, state or federal level.                                                            |    |  |
| 14                             | Desirable<br>Scorable (5<br>points) | Successfully completed the implementation of one (1) or more statewide Incarcerated people communication projects.                                                                         |    |  |
| Total Maximum Points Possible: |                                     |                                                                                                                                                                                            | 15 |  |

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**EXHIBIT 18.4: KEY STAFF - QUALIFICATIONS FORM – TRAINING MANAGER**

| Key Staff Qualification Form – Training Manager |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                               | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                               | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                               | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                               | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                               | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                               | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                               | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                               | Project Description:                                                                                                                                                                                                                                                                            |
| 109                                             | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number                  | Classification | Experience                                                                                                                                                                                                                                | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|-------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| <del>11</del> <u>10</u> | Mandatory      | Two (2) years of experience planning, coordinating, and managing all training activities including on-site training to correctional staff and Incarcerated people on communication technology functions, features, and services provided. |                                                           |                                                  |
| <del>12</del> <u>11</u> | Mandatory      | Four (4) years of experience conducting in-person and web-based communication technology training to correctional staff and Incarcerated people.                                                                                          |                                                           |                                                  |

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|                      |           |                                                                                                                    |  |  |
|----------------------|-----------|--------------------------------------------------------------------------------------------------------------------|--|--|
| <a href="#">1312</a> | Mandatory | Three (3) years of experience providing train-the-trainer communication technology training to correctional staff. |  |  |
| <a href="#">1413</a> | Mandatory | Two (2) years of experience conducting training and instruction to ADA customers.                                  |  |  |



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**EXHIBIT 18.5: KEY STAFF - QUALIFICATIONS FORM – MAINTENANCE AND OPERATIONS MANAGER**

| Key Staff Qualification Form – Maintenance and Operations Manager |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                 | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                                                 | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                                                 | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                                                 | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                                                 | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                                                 | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                                                 | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                                                 | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                                                 | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number | Classification | Experience                                                                                                                                                                                                                                                                  | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Six (6) year's experience managing field support and service operations to maintain Incarcerated people communication systems at a minimum five (5) concurrent Correctional environments at a county, state or federal level with at least 1,000 total Incarcerated people. |                                                           |                                                  |
| 11     | Mandatory      | Four (4) year's experience maintaining and servicing network systems (wired and wireless) in Correctional environments at a county, state or federal level.                                                                                                                 |                                                           |                                                  |

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|                                |                                  |                                                                                                                                               |   |                    |
|--------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---|--------------------|
| 12                             | Mandatory                        | Four (4) year's experience maintaining and servicing the telecommunication products and services being requested as part of this procurement. |   |                    |
| 13                             | Desirable<br>Scorable (5 points) | ITIL v4 Foundation certification.                                                                                                             |   | Attach Certificate |
| Total Maximum Points Possible: |                                  |                                                                                                                                               | 5 |                    |

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**EXHIBIT 18.6: KEY STAFF - QUALIFICATIONS FORM – CUSTOMER SUPPORT MANAGER**

| Key Staff Qualification Form – Customer Support Manager |                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                       | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                                       | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                                       | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                                       | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                                       | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                                       | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                                       | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                                       | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                                       | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number | Classification | Experience                                                                                                                                                                                          | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Three (3) years customer service experience managing all the activities related to customer support at a minimum five (5) concurrent Correctional environments at a county, state or federal level. |                                                           |                                                  |
| 11     | Mandatory      | Two (2) year's experience supporting the telecommunication products and services being requested as part of this procurement.                                                                       |                                                           |                                                  |

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|                                |                                     |                                                                                                                                                                                                                |   |  |
|--------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 4612                           | Desirable<br>Scorable (5<br>points) | Five (5) years customer service<br>experience managing all the<br>activities related to customer<br>support to a statewide<br>Correctional environment at a<br>state or federal level<br>communication system. |   |  |
| Total Maximum Points Possible: |                                     |                                                                                                                                                                                                                | 5 |  |

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### EXHIBIT 18.7: KEY STAFF - QUALIFICATIONS FORM – ADA COORDINATOR

| Key Staff Qualification Form – ADA Coordinator |                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                              | Bidder:                                                                                                                                                                                                                                                                                         |
| 2                                              | Key Staff Name:                                                                                                                                                                                                                                                                                 |
| 3                                              | Key Staff's Referenced Project Name:                                                                                                                                                                                                                                                            |
| 4                                              | Company Name (of key staff's reference):                                                                                                                                                                                                                                                        |
| 5                                              | Contact Name, Email Address and Telephone Number (of Key Staff's Reference):                                                                                                                                                                                                                    |
| 6                                              | Key Staff Start Date (MM/DD/YYYY):                                                                                                                                                                                                                                                              |
| 7                                              | Key Staff End Date (MM/DD/YYYY):                                                                                                                                                                                                                                                                |
| 8                                              | Project Description:                                                                                                                                                                                                                                                                            |
| 9                                              | For each mandatory experience and desirable experience listed below, indicate the amount of experience in the "Amount of Experience" column that was gained on this referenced project and describe how the Key Staff's role and responsibilities performed on the project met the requirement. |

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| Number | Classification | Experience                                                                                                                                                                                                                                                       | Amount of Experience from this Project (years and months) | Describe how requirement was met on this Project |
|--------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| 10     | Mandatory      | Three (3) year's experience ensuring system compliance adhering to accessibility standards and guidelines such as the Americans with Disabilities Act (ADA) standards and Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. |                                                           |                                                  |
| 11     | Mandatory      | Three (3) year's experience with assistive technologies commonly used by individuals with disabilities, such as screen readers, magnification software, and alternative input devices.                                                                           |                                                           |                                                  |



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|    |                                  |                                                                                                                                                                                     |  |                       |
|----|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|
| 12 | Mandatory                        | Two (2) year's experience developing training content for accessibility topics, tailored to different audiences and learning styles.                                                |  |                       |
| 13 | Desirable<br>Scorable (5 points) | Active (current) certification in accessibility-related fields such as Certified Professional in Accessibility Core Competencies (CPACC) or Web Accessibility Specialist (WAS).     |  | Provide Certification |
| 14 | Desirable<br>Scorable (5 points) | Two (2) years of experience using accessibility testing tools and assistive technology simulators to evaluate digital content and technology products for accessibility compliance. |  |                       |

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|                                |                                     |                                                                                                                                                                                                                                              |    |  |
|--------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| 15                             | Desirable<br>Scorable (5<br>points) | Three (3) years of experience<br>managing accessibility<br>initiatives or projects, including<br>coordinating tasks, timelines,<br>and resources to ensure<br>successful implementation of<br>accessibility requirements or<br>improvements. |    |  |
| <del>15</del> <u>16</u>        | Desirable<br>Scorable (5<br>points) | Five (5) years of experience<br>applying emerging trends, best<br>practices, and innovations in<br>accessibility and assistive<br>technology fields to enhance<br>accessibility solutions.                                                   |    |  |
| <del>16</del> <u>17</u>        | Desirable<br>Scorable (5<br>points) | Five (5) years of experience<br>applying accessibility and<br>assistive technology solutions in<br>Correctional environments at a<br>county, state or federal level.                                                                         |    |  |
| Total Maximum Points Possible: |                                     |                                                                                                                                                                                                                                              | 25 |  |

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### EXHIBIT 19: KEY STAFF REFERENCE FORM

**Bidder Instructions:** Bidder must ensure all information requested in Exhibit 19: Key Staff Reference Form is complete. One (1) form must be used for each corresponding Exhibits 18.1 through 18.7 submitted. The Bidder's key staff reference contact must complete the remainder of this form. The reference information below must be consistent with the corresponding Exhibits 18.1 through 18.7. Bidder must submit a copy of the completed Exhibits 18.1 through 18.7 and the corresponding Exhibit 19, to the staff's reference(s) for completion.

**Instructions to the key staff's Reference:** Use the yes, no, or n/a sections in the form to specify your satisfaction with the key staff that performed the services described on the appropriate Exhibits 18.1 through 18.7. Sign and date this Exhibit 19 and return the form(s) to the Bidder.

|   |                                                                                                                                    |           |
|---|------------------------------------------------------------------------------------------------------------------------------------|-----------|
| a | Bidder:                                                                                                                            |           |
| b | Bidder's Key Staff Name:                                                                                                           |           |
| c | Bidder's Key Staff Position Held:                                                                                                  |           |
| d | Project Name:                                                                                                                      |           |
| e | Company Name of key staff's reference:                                                                                             |           |
| f | Contact Name and title, Email Address, and Telephone Number of key staff's reference:                                              |           |
| g | Satisfaction Rating to be completed by the Bidder's reference:<br>Circle Yes or No or, if applicable, N/A for each question below. |           |
| 1 | Did the staff perform to the requirements outlined in their contract/job duties?                                                   | Yes    No |
| 2 | Was the staff able to perform in a correctional environment?                                                                       | Yes    No |
| 3 | Did the staff have the required knowledge and expertise in their assigned role?                                                    | Yes    No |

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|             |                                                                                                                        |                  |
|-------------|------------------------------------------------------------------------------------------------------------------------|------------------|
| 4           | Was the staff effective at communicating (orally and in writing) with all customers, project members and stakeholders? | Yes    No    N/A |
| 5           | Did the staff consistently maintain a customer focused and professional demeanor?                                      | Yes    No        |
| 6           | Use the section below to provide additional context to any question above:                                             |                  |
| <div></div> |                                                                                                                        |                  |

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By signing below, I declare that I have reviewed the information contained in the appropriate Exhibit (Exhibits 18.1 through 18.7) and that the information is true and correct.

Reference Signature:

Date:

Printed Name:

Reference Title or role on the project:

Reference Email:

Reference Phone:

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### **EXHIBIT 20: BUSINESS REQUIREMENTS**

Refer to the Excel Workbook files on Cal eProcure labeled, "Exhibit 20: Business Requirements" for submission of your response to the requirements.

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### **EXHIBIT 21: TECHNICAL REQUIREMENTS**

Refer to the Excel Workbook files on Cal eProcure labeled, "Exhibit 21: Technical Requirements" for submission of your response to the requirements.

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**EXHIBIT 22: DELIVERABLES TABLE**

Refer to the Word document on Cal eProcure labeled, “Exhibit 22: Deliverables Table” for submission of your response to the requirements.



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### EXHIBIT 23: NARRATIVE RESPONSES

The Bidder's response to Narrative Items in this Exhibit must not exceed 100 pages, including all figures and diagrams that may be provided by the Bidder to support the Narrative Response.

1. Describe how your proposed solution and services will meet the following Communication business objectives (a-f) utilizing telephones, tablets and kiosks.
  - a. Provide communication services consisting of voice (telephone calls), e-messages, ~~e-letters~~, photographs, e-cards, video messages and video calls to communicate with friends, family, and other authorized individuals. (15 points)
  - b. Provide communication services to hearing and visually impaired individuals in compliance with ADA, FCC, and US DOJ. (15 points)
  - c. Provide authorized hot lines for Incarcerated people to use that are configurable to be monitored and/or not monitored. (15 points)
  - d. Provide authorized CDCR staff the capability to monitor, record, and store all communications. (15 points)
  - e. Ensure that all communications, attachments, photographs, and video are screened per CDCR guidelines. (15 points)
  - f. Provide authorized CDCR staff the ability to flag and censor e-messages, ~~e-letters~~, photographs, and video messages. (15 points)
2. Describe your strategy for transitioning from the existing CTS solution to the technologies and services required under this solicitation within six (6) months following Contract award at all CDCR locations for existing services, and within twelve (12) months for the remaining required services under this RFP. (15 points)
3. Describe your project management methodology. How will this approach ensure the successful completion of the project tasks and activities? (15 points)
4. Describe your strategic approach and staffing model for implementing your solution across all locations required in this solicitation (refer to the Bidder's Library documents: "CCTRP Addresses", "CDCR Adult Institutions Addresses", "CDCR Fire Camps Addresses", and "CDCR Youth Facility Address CDCR Institution and Conservation Camps Map"). (15 points)

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5. Describe your strategy for training both the incarcerated population and CDCR staff on your solutions and services. Include details on how you will accommodate the needs of various ADA populations during your training. (15 points)
6. Describe your strategy and staffing model for customer support and Service Requests for your solutions and services to the incarcerated population, friends and family, and CDCR staff. (15 points)
7. Describe your methods for regular assessment, auditing and reporting to meet technical and physical security requirements outlined in Exhibit 21: Technical Requirements, Exhibit 22: Deliverables Table, and the Data Sharing Agreement (refer to [the "Data Sharing Agreement ISO DSA" document in](#) the Bidder's Library). (15 points)
8. Describe your strategy for ensuring IC+ technology, including hardware and software, is kept up to date and relevant during this multi-year contract. (15 points)
9. Describe your strategy for tracking and monitoring the usage of all assets and devices that are deployed at a facility. (15 points)

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#### **EXHIBIT 24: COST WORKBOOK**

Refer to the Excel Workbook file on Cal eProcure labeled, "Exhibit 24: Cost Workbook" for submission of your Cost Data.

The cost worksheets shall be completed in accordance with the instructions in Section 5, Cost and Section 6, Proposal Format and Submission Requirements. Cost worksheets shall be submitted with the Bidder's Final Proposal in Volume 2, in a separately sealed envelope.



**California Department of Corrections and Rehabilitation**

**REQUEST FOR PROPOSAL (RFP)**

**RFP C5611826**

**Appendix A: Statement of Work**

**Addendum 1**

**FOR**

**Communications ~~And~~ and Technology Solution (IC+)**

**09/25/2024**

Issued by:

**STATE OF CALIFORNIA**

**California Department of Technology**

**10860 Gold Center Drive,**

**Rancho Cordova, CA 95670**

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its Proposal Submission, including the California Department of Technology/ Office of Statewide Technology Procurement (CDT/OSTP) administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

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Appendix A – Statement of Work

## 1 INTRODUCTION

This Statement of Work (SOW) defines the tasks needed for {Contractor Name} (hereafter referred to as the "Contractor") to perform the work necessary for the Incarcerated-Connect+ Project (hereafter referred to as "IC+" or "Solution"). The Solution shall be provided by the Contractor for the California Department of Corrections and Rehabilitation (CDCR) (hereafter referred to as the "CDCR"). The Contractor and CDCR shall be referred to as the "Party" or "Parties." The SOW also establishes CDCR's and the Contractor's responsibilities for completing these tasks during the term of the Contract. In addition to this SOW, the Contractor agrees to perform the services as described within its respondent Proposal and Request for Proposal # C5611826 and all addenda. These documents are hereby incorporated by reference and are part of this Contract. Throughout this document, the term individual will refer to both adult and youth incarcerated people.

## 2 PURPOSE

The Contractor shall provide, install, implement, and maintain the IC+ solution. This solution will enhance individual's communication user experience and rehabilitative opportunities, provide new services and increase access to existing services through advancements in technology. The Contractor's installation of fully functioning IC+ shall be completed no more than six (6) months following Contract award at all CDCR locations for existing services, and no more than twelve (12) months for the remaining required services under this RFP. The IC+ solution shall minimize demands of CDCR personnel through innovative use of technology and streamlined processes.

## 3 TERM OF CONTRACT

Effective upon approval and Contract execution by the California Department of Technology (CDT), the term of the base Contract shall be six (6) years. The State, at its sole discretion, may exercise its option to execute up to four (4), one (1) year extensions for a maximum Contract term of ten (10) years (includes Base Contract term plus all optional extensions). Should the State choose to exercise the option to extend the Contract term, the Contractor will be notified in writing by the CDT, 90 days in advance of the commencement of each option period and a contract amendment will be executed by all parties. The Contractor shall not be authorized to deliver or commence performance of services described in this Statement of Work (SOW) until written approval has been obtained from all entities for Contract execution. Any delivery or performance of service that is commenced prior to CDCR signing the Contract shall be considered voluntary on the part of the Contractor.

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**4 CONTRACT CONTACTS**

The Contractor will work with the CDT OSTP Contract Manager for reporting requests, administrative fees, escalation and other contract-related issues.

| Contract Manager Contact Information (STP and Contractor)                     |                                |
|-------------------------------------------------------------------------------|--------------------------------|
| <b>State Department:</b><br>California Department of Technology               | <b>Contractor:</b><br>TBD      |
| <b>Division/Unit:</b><br>Office of Statewide Technology<br>Procurement (OSTP) | <b>Unit/Department:</b><br>TBD |
| <b>Attention:</b><br>TBD                                                      | <b>Attention:</b><br>TBD       |
| <b>Address:</b><br>P.O. Box 1810<br>Rancho Cordova, CA 95741-1810             | <b>Address:</b><br>TBD         |
| <b>Phone:</b><br>TBD                                                          | <b>Phone:</b><br>TBD           |
| <b>Email:</b><br>TBD                                                          | <b>Email:</b><br>TBD           |

CDCR will provide a CDCR Operations Manager. The CDCR Operations Manager is the point of contact for the day-to-day activities, transition-in and transition-out of services, moves, adds, and changes, coordination of gate clearances ([CDCR 2311 - Background Security Clearance Application](#)~~[Gate Clearance Informational and Approval Sheet](#)~~), CDCR [Q181 – Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates](#) *(found in the Bidder's Library)*, and all other responsibilities as described throughout this Contract.

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| Operations Manager Contacts                                                                |                                |
|--------------------------------------------------------------------------------------------|--------------------------------|
| <b>State Department:</b><br>California Department of Corrections and Rehabilitation (CDCR) | <b>Contractor:</b><br>TBD      |
| <b>Division/Unit:</b><br>TBD                                                               | <b>Unit/Department:</b><br>TBD |
| <b>Attention:</b><br>TBD                                                                   | <b>Attention:</b><br>TBD       |
| <b>Address:</b><br>TBD                                                                     | <b>Address:</b><br>TBD         |
| <b>Phone:</b><br>TBD                                                                       | <b>Phone:</b><br>TBD           |
| <b>Email:</b><br>TBD                                                                       | <b>Email:</b><br>TBD           |

**5 COMPLIANCE REQUIREMENTS**

**5.1 LOCAL, STATE, AND FEDERAL STATUTORY AND REGULATORY COMPLIANCE**

The Contractor shall comply with all statutory and regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Contract. The Contractor shall work with CDCR to develop a plan for implementing any changes within 30 days of the regulation effective date or as dictated by the statute at no cost to CDCR and no increase in rates to the end users.

The Contractor shall make all system modifications necessary to allow individuals to place voice or video calls as industry dialing requirements change.

**5.2 LEGISLATIVE COMPLIANCE**

The Contractor shall comply with all legislative requirements imposed by CDCR for all systems and services provided throughout the term of this Contract. The Contractor shall work with CDCR to implement any changes as dictated by the statute.

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### **5.3 AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 *et seq.*) is a civil rights law that prohibits discrimination against individuals with disabilities in many areas of public life, including jobs, schools, prisons and jails, public transportation, and many other public and private places that are open to the public. The Department of Justice published revised regulations for Titles II and III of the ADA in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design. The 2010 Standards set minimum requirements for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. The ADA standards are issued by the Department of Justice (DOJ) and the Department of Transportation (DOT) and apply to facilities covered by the ADA in new construction and alterations. DOJ's standards apply to all facilities covered by the ADA, except public transportation facilities, which are subject to DOT's standards. All CDCR facilities fall within the guidance and governance of the ADA.

#### **5.3.1 ADA GENERAL TECHNOLOGY REQUIREMENTS**

The Contractor shall comply with all aspects of ADA compliance and requirements. ADA compliance shall be applied to the entire IC+ solution, and all technology features and functions shall meet all ADA requirements as they pertain to both CDCR employees, and the incarcerated people that use them. The Contractor will incur and cover all expenses relating to the implementation and ongoing support of ADA features and functionality including but not limited to tablets, kiosk devices, CapTel, TTY/TDD, and other end point devices at no cost to the State.

The Contractor shall keep current of ADA changes and best practices throughout the Contract duration and have an established ADA program to respond to, and promptly implement all required changes mandated by the CDCR, the State of California, or by court order to comply with the ADA or to accommodate the incarcerated ADA population.

#### **5.3.2 ACCESSIBILITY COMPLIANCE ASSESSMENT**

At any time during the term of this Contract, CDCR reserves the right to hire an ADA expert, at its own expense, to conduct a comprehensive assessment of the Contractor's products and solutions to ensure compliance with ADA standards and guidelines. The Contractor shall take all corrective action identified by the ADA expert at no additional cost to the State.

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### **5.3.3 ADA CONTRACTOR OBLIGATIONS**

The Contractor agrees to cooperate fully with the ADA expert during the assessment process, providing necessary documentation, access to relevant systems, and any additional information required for a thorough evaluation.

In the event the ADA expert identifies any issues, gaps, or non-compliance with ADA standards in the Contractor's products or solutions, the Contractor shall promptly address and rectify these concerns.

### **5.3.4 ADA CORRECTIVE ACTION**

The Contractor agrees to rectify any ADA compliance issues identified by the ADA expert or CDCR within a mutually agreed-upon timeframe, not exceeding 60 calendar days from the date of notification.

The Contractor shall provide regular updates to CDCR on the progress of the corrective actions and shall promptly inform CDCR upon completion of the necessary modifications.

### **5.3.5 ADA COSTS AND EXPENSES**

CDCR shall bear the costs associated with hiring the ADA expert for any independent assessment. All costs related to the implementation of corrective actions, including but not limited to development, testing, and deployment, shall be the responsibility of the Contractor.

### **5.3.6 ADA CONTINUED COMPLIANCE**

The Contractor shall take proactive measures to ensure ongoing ADA compliance and promptly address any new ADA-related standards or guidelines that may be introduced during the term of this Contract.

### **5.3.7 TERMINATION FOR ADA NON-COMPLIANCE**

Failure to promptly address and rectify ADA compliance issues within the agreed-upon timeframe may be considered a material breach of this Contract, providing CDCR with the right to terminate the agreement in accordance with State termination provisions.

## **5.4 FCC REGULATIONS COMPLIANCE**

The Contractor shall ensure all IC+ communication devices and services comply with FCC regulations.

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#### **5.4.1 FCC REGULATIONS VIDEO RELAY SERVICES COMPLIANCE**

Video Relay Service (VRS) providers must be certified by the FCC to provide VRS to the public. The VRS services supplied by the Contractor during the term of the Contract shall be at no cost to CDCR, incarcerated people, or called party.

#### **5.5 ~~VRS AND ASL-VCS CALLS~~**

The solution must provide VRS ~~and American Sign Language-Video Calling Service (ASL-VCS) calls~~ at no cost to CDCR, incarcerated people, or called party.

#### **5.6 EQUIPMENT AND INSTALLATION COMPLIANCE**

All equipment shall meet or exceed all applicable codes and industry standards for installation. All equipment must be UL approved and FCC compliant.

#### **5.7 CDCR POLICY AND REGULATIONS COMPLIANCE**

The Contractor will comply with all CDCR policies and regulations in the CDCR Department Operations Manual (DOM) and California Code of Regulations, Title 15 <https://www.cdcr.ca.gov/regulations>. These policies include rules specific to the use of phones by incarcerated people.

#### **5.8 CDCR LOG-IN SCREEN POLICY COMPLIANCE**

All CDCR staff log-in screens shall display a notification containing the following information:

1. An approved system use notification message or banner before granting access to the IC+ system that provides privacy and security notices consistent with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance. The message must include:
  - a. Users are accessing an official information system.
  - b. System usage may be monitored, recorded, and subject to audit.
  - c. Use of the system indicates consent to monitoring and recording.
  - d. Unauthorized use is prohibited and subject to criminal and civil penalties.
  - e. Retain the notification message or banner on the screen until users take explicit actions to log on to or further access the information system.

The Contractor shall modify the notice at the CDCR Operations Manager's request.

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## **5.9 CONTRACTOR PRIVACY POLICY AND TERMS OF CONDITIONS**

The Contractor and its subcontractors shall ensure that customer information is protected and not distributed in part or in whole to any third party or affiliates without the expressed permission from the customer. The Privacy Policy and Terms of Conditions for friends and family using IC+ services must allow for the ability to opt out or opt in the sharing of personal information, except as permitted or required by law.

## **5.10 DOCUMENTATION REQUIREMENTS**

Unless otherwise specified, one (1) hard copy and one (1) web-based copy of all written documentation shall be provided to the CDCR Operations Manager. All written documentation shall be provided in the latest version of Microsoft Office and Adobe Acrobat Professional applications. Electronic drawings shall be provided in Adobe Acrobat (.pdf) format or latest version of AutoCAD Reader as specified by the CDCR Operations Manager. Upon delivery, all documentation becomes CDCR's property.

The Contractor shall:

1. Ensure all documentation is indexed, searchable, and available on the Contractor's hosted secure network.
2. Provide proposed engineering specifications and IC+ enclosures drawings to CDCR for review and approval to ensure it meets the CDCR Design Standards prior to starting any work. Any future changes to the hardware or a component's configuration shall be documented and provided to CDCR for approval prior to implementation.
3. Maintain a secure web-based solution to house all IC+ documentation and make it available to CDCR Operations Manager.

## **6 SOLUTION REQUIREMENTS**

The Contractor shall meet or exceed all of the *Business Requirements* in Exhibit 20 and *Technical Requirements* in Exhibit 21.

## **7 DATA BACKUPS**

Within 90 days of Contract Award, the Contractor shall develop a comprehensive data backup strategy to ensure the system's integrity and resiliency relating to data loss, system failure, and unforeseen catastrophic loss which incorporates and complies with the requirements supporting data backups in Exhibit 21, *Technical Requirements* and the CDCR Data Sharing Agreement (located in the Bidder's Library: "[Data Sharing Agreement ISO DSA](#)").



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## **8 CDCR ROLES AND RESPONSIBILITIES**

1. CDCR will work with the Contractor to coordinate site visits and implementation and maintenance activities at CDCR Facilities.
2. CDCR shall provide physical access for the Contractor to support the IC+ solution.
3. CDCR shall approve all changes to installed physical plant infrastructure components such as wiring, conduits, and networks for the IC+ services prior to work being performed.
4. CDCR shall provide custody escorts necessary for the Contractor to complete the implementation of the IC+ services within the schedule agreed upon by CDCR and the Contractor.

## **9 CONTRACTOR ROLES AND RESPONSIBILITIES**

The Contractor's roles and responsibilities shall include, but not be limited to:

1. Managing their subcontractors and ensuring they are in compliance with CDCR's policies as well as the terms, policies, regulations, and guidelines set forth in this Contract.
2. Notifying the CDCR Operations Manager or their designee of any issues, problems, schedule delays, problems to gain access to CDCR facilities, or any other impacts to the project.
3. Ensuring that any Contractor personnel working at a CDCR facility have an onsite manager to supervise and report progress to CDCR Operations Manager or their designee.
4. Managing, coordinating, monitoring, and reporting on all project activities conducted by Contractor and subcontractor personnel.
5. Reimbursing CDCR for the actual costs of the custody escorts if required to implement and maintain the IC+. Upon award of the contract, Contractor shall work with CDCR to establish the reimbursement process. An example of custody escort reimbursement process along with average hourly fee is provided in the Bidder's Library (Refer to "Custody Escort Reimbursement-Process-Flow-v01-40").
6. Providing accommodations for non-primary English speakers (written/spoken language) to ensure equal access to all individuals. The CDCR has a diverse incarcerated people with Limited English Proficiency (LEP).
7. Ensuring that the ability to translate or display text in other languages is provided so that LEP individuals can have equal access to the programs and services provided by the IC+.

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8. Providing all material, labor, infrastructure, facilities, equipment, services, and software necessary to perform the services required herein.
9. Adjusting to the number of facilities during the terms of the Contract. The number of facilities and IC+ related infrastructure and equipment may increase or decrease within the term of the Contract based upon activation or deactivation of facilities to accommodate incarcerated people changes and/or changes in CDCR operations and programs.
10. Notifying the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or or terminate any contract that presents an unacceptable level of risk to the State.

#### **10 CONTRACTOR ONBOARDING - CALIFORNIA PROCESS**

All new Contractor staff must be able to pass the onboarding process, which includes, but not limited to, fingerprinting (Live Scan), criminal background checks, and Tuberculosis testing, and Form 700 approval, if required. Contractor staff are required to complete and submit CDCR Forms 2189 and 2309 (Refer to Bidder's Library for these forms). CDCR requires all Contractor (and subcontractor) staff be physically Live Scanned either at CDCR headquarters, a CDCR institution or other location approved by CDCR. CDCR will coordinate scheduling the live scan appointment. The Contractor shall be responsible for all costs of onboarding their staff (which includes transportation, lodging, and any incidentals associated with travel) with the exception of the actual LiveScan. If a staff member fails the process, the Contractor shall propose a satisfactory replacement within 15 calendar days. CDCR will reject any proposed staff that are

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convicted of a felony. If the Contractor fails to submit acceptable staff who can pass the onboarding process, the Contractor will be deemed to be non-responsible, and their proposal shall be rejected, and the agreement canceled. This section applies to any staff replacements or substitutions.

#### **10.1 CONTRACTOR STAFF AND RESOURCE BACKGROUND CHECKS**

California Public Utilities Code Section 7910, subdivision (b), requires that all independent Contractors or Contractors and their respective staff have a background check performed. CDCR requires that a LiveScan background check be conducted prior to implementation and throughout the Contract. The Contractor and any Subcontractors will be required to complete the CDCR forms that include providing personal information. The Contractor or any Subcontractor staff who do not pass the required background screening criteria cannot be assigned to any work area with access to IC+ data or systems.

The Contractor must provide the required Gate Clearances Forms, Equipment/Tools List, and Work Plan to CDCR at least two (2) weeks in advance of scheduled work to allow processing and coordination of all Site Surveys and Installations at the institutions. Issuance of a Statewide CDCR identification badge from CDCR Headquarters may take up to 60 business days.

#### **11 CONTRACTOR STAFF**

For purposes of this Contract, the term "Key Staff" refers to Contractor personnel deemed by CDCR to be essential to the Contractor's satisfactory performance of the requirements contained in this Contract. The Key Staff shall consist of the Contractor's most senior and experienced staff, covering all disciplines necessary to satisfy the IC+ project implementation, support, and maintenance and operations. When work involves the efforts of subcontractors and/or other outside resources, the Contractor's Key Staff will coordinate these efforts.

In addition to the Key Staff, the Contractor shall provide all necessary Staff to successfully perform all services and meet the requirements set forth in this Contract, including ensuring that the state-approved number of appropriately qualified and trained personnel are always available to provide timely services required under the Contract.

There are seven (7) Key Staff identified as part of this Contract for which the State has identified qualifications for each assignment.

##### **11.1 PROJECT MANAGER**

The Project Manager shall be responsible for:

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1. The overall management of the installation, implementation, operational support, and maintenance activities performed by the Contractor.
2. Coordinating and directly working with the CDCR Project Manager to ensure the successful implementation of the IC+.
3. Developing, managing, and monitoring the Contractor's project schedule, and providing updates to the CDCR Project Manager.
4. Being the primary technical and managerial interface between the Contractor and CDCR.
5. Having full authority to act for the Contractor on all contract matters relating to daily operations.
6. Meeting with CDCR, as necessary, to maintain satisfactory performance and to resolve any issues during the implementation and the term of the Contract.
7. Establishing priorities and schedules, reviewing projects, and ensuring that all work proceeds in a timely and satisfactory manner.

#### **11.2 ON-SITE INSTALLATION MANAGER**

The On-Site Installation Manager shall be responsible for:

1. Managing the Contractor's staff and activities on-site during installation of equipment, infrastructure, software, and hardware.
2. Coordinating all activities conducted at CDCR facilities with the CDCR Project Manager and acquiring approval prior to arriving at the facilities.

#### **11.3 IMPLEMENTATION MANAGER**

The Implementation Manager shall be responsible for:

1. Managing the implementation activities performed and required by the Contractor.
2. Overseeing the On-Site Installation Manager and coordinating with the Project Manager and project team to ensure that schedule remains on track and identify any risk/issues that may impact the project schedule.
3. Working and coordinating with the CDCR Project Manager to ensure the required documentation and approvals are obtained to meet the project schedule during implementation.

#### **11.4 TRAINING MANAGER**

The Training Manager shall be responsible for:

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1. Planning, coordinating, and managing all training activities including on-site training to CDCR staff and Incarcerated people on the IC+ functions, features, and services provided.
2. Planning, coordinating, and managing on-site training for the ADA population.
3. Providing classroom and hands-on instruction at all the CDCR institutions and facilities where IC+ is being implemented.
4. Overseeing training activities and incorporating feedback provided by CDCR Operations Manager.
5. Coordinating with the Contractor's Project Manager to ensure training materials are available to the users prior to commencement of training.

#### **11.5 MAINTENANCE AND OPERATIONS MANAGER**

The Maintenance and Operations Manager shall be responsible for:

1. The maintenance and operational support for the IC+ equipment, infrastructure, software, and hardware once it is installed and operational.
2. Managing the maintenance and support technicians to ensure they adhere to CDCR policies while on facility and institution property.

#### **11.6 CUSTOMER SERVICE MANAGER**

The Customer Service Manager shall be responsible for:

1. Managing all the activities related to customer support.
2. Ensuring that the customer issues, inquiries, and assistance requests are responded and resolved in a timely manner.
3. Managing, tracking, monitoring, and reporting on customer tickets, complaints, and open issues.

#### **11.7 ADA COORDINATOR**

The ADA Coordinator shall be responsible for:

1. Ensuring IC+ solution complies with ADA accessibility standards.
2. Ensuring IC+ solution complies with the accessibility requirements specified in SOW 5.3.2, Accessibility Compliance Assessment, Exhibit 22, Deliverables Table, and Exhibit 20, Business Requirements.
3. Coordinating training plan and schedule for CDCR staff and incarcerated people on how to use accessibility features of IC+ solution.

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4. Serving as primary point of contact for CDCR staff requesting accommodations related to IC+ use.

## 12 KEY STAFF CHANGES

The Contractor shall commit to the continuing availability and participation of the Contractor's staff filling ~~seven~~ five (75) Key Staff Roles, for the duration of the contract (Project Manager, Training Manager, Maintenance and Operations Manager, Customer Service Manager, and ADA Coordinator). The Contractor shall commit to the continuing availability and participation of the Contractor's staff filling two (2) Key Staff Roles, for the duration of the implementation phase of the contract (Implementation Manager and On-Site Installation Manager).

Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individuals designated to fill any of the seven (7) Key Staff roles in Contractor's final proposal shall not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual as described in Contractor's Final Proposal without the prior written approval of State.

The Contractor shall not add, delete and/or substitute Key Staff for any reason within the first three (3) months of the Contract Term, and thereafter without the prior written consent of the CDCR Contract Manager. Consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all minimum qualifications for that position and shall be approved in writing by the CDCR Contract Manager prior to substitute staff beginning work.

If staff designated to fill any one of the seven (7) Key Staff roles submitted by the Contractor for the Contract is unable to participate in this Contract at any time, they must be replaced with comparably qualified staff who meets the minimum and desirable RFP qualifications within thirty (30) State calendar days. The Contractor may request changes to staff designated to fill any one of the seven (7) Key Staff roles (either replacement or additional staff) by submitting a written request to the CDCR Contract Manager. The request must include a staff qualifications form, customer references, and a current resume for each replacement staff. The CDCR may, at its sole discretion, request additional information to substantiate whether the replacement staff is in compliance with the RFP requirements and may request an interview. Within seven (7) State business days after receipt of the request or additional information, the CDCR Contract Manager will respond, in writing, indicating approval or rejection of the proposed replacement staff. The CDCR Contract Manager must approve replacement

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staff designated to fill any one of the seven (7) Key Staff roles in writing before they begin work on the project.

If any of the proposed replacement staff designated to fill any one of the seven (7) Key Staff roles is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to CDCR for approval within fifteen (15) calendar days of the rejection.

CDCR will notify the Contractor concerning any issues and/or concerns CDCR has regarding the poor or otherwise unsatisfactory performance of any Contractor staff and the Contractor will have fifteen (15) calendar days in which to remedy CDCR' issues and/or concerns. If Contractor has not remedied CDCR issues and/or concerns regarding the Contractor staff within this period of time, the CDCR reserves the right in its sole discretion to require the Contractor to replace such staff at any time thereafter, subject to compliance with applicable law. The CDCR will notify the Contractor in writing when exercising that right. The Contractor, no later fifteen (15) calendar days of such notification, shall provide a replacement candidate.

The State recognizes that changes to staff may be necessary and in the best interests of the State; however, advance notice of a contemplated change and the reasons for such change must be made to the State no less than ten (10) calendar days prior to the existing staff termination. If this should occur, the Contractor should be aware that the CDCR Contract Manager or designee must approve any changes to the staff prior to the termination of the existing staff and hire of the new staff and such approval will not be unreasonably withheld or delayed. This also includes any changes made between submittal of the Final Proposal and Contract Award Date. All replacement staff are subject to a reference check. The reference check must produce a good reference of the staff successful performance operating in a role(s) comparable to the role(s) the staff is intended to fill under this Contract. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new staff ready to begin work on the Contract. If affected staff is identified as one of the seven (7) Key Staff, and staff is not replaced in given timeframe, the Contractor shall be responsible for remedies as described in Section 33.10, KEY STAFF REPLACEMENT SLA.

### **13 CHANGE MANAGEMENT PROCEDURES**

The Contractor is responsible for developing a Change Management Plan (refer to Exhibit 22, *Deliverables Table*) which details the Change Management system the Contractor will provide to document changes. All software and equipment modifications shall follow the Contractor's CDCR approved Change Management plan prior to implementation in any production environment. The Contractor shall submit a Change Request Form to be presented to CDCR Change Control Board (CCB) for approval at least 30 days in advance of planned changes. The Contractor shall share

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release notes with the CDCR Operations Manager within five (5) business days after implementation.

These change management procedures apply to all components of IC+ enterprise-wide network and data center software and hardware (including security patching, network, firmware/software upgrades) and other system configuration changes within the production environment. Lab and test environments are excluded from change management policies if the lab or test environment is completely segregated from the production environment.

#### **14 CONTRACTOR DELIVERABLES**

The Contractor shall be responsible for all Contract deliverables, descriptions, timelines, and requirements in Exhibit 22, *Deliverables Table*. CDCR shall review and provide revisions for each of the plans in accordance with the Deliverable Acceptance/Rejection Process outlined in SOW, Section 15. CDCR reserves the right to review and request updates of the operational support plans throughout the Contract duration.

#### **15 DELIVERABLE ACCEPTANCE/REJECTION PROCESS**

The CDCR Operations Manager retains sole authority to evaluate and determine the acceptability of IC+ solution and related deliverables and documents submitted or performed by the Contractor and its staff. Payment of invoices will be withheld if the items on Exhibit 22, *Deliverables Table*, are overdue.

##### **15.1 DELIVERABLE EXPECTATION DOCUMENT**

The State will be responsible for reviewing and approving in writing, each deliverable expectation document (DED) provided by the Contractor for the appropriate deliverables. CDCR will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as required in this Agreement. CDCR will not pay for any services without an approved signed DED by the CDCR Operation Manager or designee. The Contractor may not change a deliverable that has been accepted by the State without the written approval of the State.

##### **15.2 ACCEPTANCE CRITERIA**

CDCR will be responsible for reviewing and approving in writing, each work product and deliverable including but not limited to plans, designs, drawings and reports via the DED as per SOW, Section 15.1, *Deliverable Expectation Document*. The State will be the sole judge of the acceptability of all work performed and all work product produced by the Contractor as required in this Agreement. The Contractor may not change a deliverable that has been accepted by the State without the written approval of the State.



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Should the work performed, or the deliverables produced by the Contractor fail to meet State conditions, requirements, specifications, guidelines, deliverable expectation documents or other applicable standards as identified in the Agreement, the following resolution process will be employed to the extent not superseded by other binding processes.

CDCR will notify the Contractor in writing within five (5) State Business Days after completion of each deliverable of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

If CDCR has identified inadequacies and/or failures, the Contractor must, within five (5) State Business Days after problem notification, respond to the State by: (1) submitting a detailed explanation in writing describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or (2) submitting a proposed corrective action plan in writing to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CDCR's problem notification within the required time limits may result in immediate termination of the Agreement. CDCR may, at its discretion, allow a period longer than five (5) State Business Days in consideration of the scope of the change.

CDCR will, within five (5) State Business Days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or correction action plan. If CDCR rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan in writing within three (3) CDCR Business Days of notification of the rejection. Failure by the Contractor to respond to CDCR notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.

CDCR will, within three (3) CDCR Business Days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Agreement.

Lack of response on the part of CDCR does not constitute Acceptance of any Deliverable.

#### **16 DATA HANDLING AND OWNERSHIP**

The security and privacy of IC+ data is paramount to CDCR. Data is defined as information and content including but not limited to those specific to call recordings,

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call detail records, e-messages including pictures and video grams, and investigative tools. The data stored in IC+ databases is confidential and the property of the CDCR.

In relation to IC+ data, the Contractor shall:

1. Store, maintain, and secure the data stored in the IC+ databases.
2. Employ administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the IC+ data in accordance with applicable Federal and State laws and regulations.
3. Comply with the State of California regulations related to information security and data privacy, as defined by the State Administrative Manual and as directed by CDT, Office of Information Security.
4. Employ an industry standard encryption method for all data in transit or storage.

The Contractor shall not provide access to, copying, alteration, use, sale, destruction, or dissemination of data, outside the scope of this Contract, without explicit permission.

## **17 REPORTING**

Reporting promotes transparency and effective communication between CDCR and the Contractor. Refer to Exhibit 22, *Deliverables Table* and Exhibit 21, *Technical Requirements* for additional reporting requirements. The establishment and adherence to these reporting requirements are deemed essential for effectively managing project risks and ensuring the overall success of collaboration throughout the duration of the Contract. All reports must be available on the reporting portal and available to CDCR staff which hold appropriate permissions in a data extractable application.

### **17.1 SERVICE LEVEL AGREEMENT (SLA) REPORTS**

The Contractor shall make the IC+ monthly SLA reports available within the reporting portal no later than the first Friday-fifth business day of each month.

#### **17.1.1 END POINT MAINTENANCE AND REPAIR SLA REPORT**

The End Point Maintenance and Repair SLA Report shall report on adherence to the requirements listed in the End Point Maintenance, Repair, and Support SLA described in SOW, Section 33.1. The report shall detail maintenance and repair activities associated with devices that are part of the IC+ solution. In addition, it places a significant emphasis on monitoring and reporting of SLA adherence, ensuring that contracted services consistently meet the specified performance standards. The inclusion of this requirement aims to establish a transparent and accountable framework for the maintenance and repair of endpoint devices, contributing to the overall success of the IC+ solution.

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#### **17.1.2 SYSTEM AVAILABILITY SLA REPORT**

The System Availability SLA Report shall report on adherence to the requirements listed in the System Availability SLA in SOW, Section 33.3. The methodology for calculating system uptime shall include leveraging appropriate system telemetry from remote management, and monitoring (RMM) tools, including but not limited to network device health checks, server and OS telemetry, and/or synthetic transactions designed to emulate user interactions with the system on regular intervals in a 24X7X365 environment.

Impact measurements, critical for assessing the overall impact of system disruptions, are to be calculated based on total event duration and the number of users located at the facility where the incident occurred. This approach ensures that incidents occurring at large facilities carry more weight than incidents occurring at smaller facilities with less system users while calculating aggregated system wide availability SLA adherence Key Performance Indicators (KPIs). To facilitate this methodology, CDCR shall provide the Contractor with the number of individuals at each CDCR facility on a regular schedule agreed to by CDCR and the Contractor.

#### **17.1.3 CATASTROPHIC OUTAGE SLA REPORT**

The Catastrophic Outage SLA Report shall report on adherence to the requirements listed under SOW, Section 33.4, Catastrophic Outage (CAT). A catastrophic outage is defined as the failure of any part of IC+ solution architecture components (network, system hardware, software, and/or interconnection of components) based on a common cause that results in a failure of service for any of the items below:

1. Five (5) or more CDCR facilities.
2. The total loss of one (1) or more network-based IC+ components affecting all CDCR facilities.
3. Impacting 20% of the IC+ solution's end user population.

This report shall provide a comprehensive analysis, and the supporting information relating to catastrophic outages, ensuring transparency, accountability, and prompt remediation actions in alignment with the specified SLA criteria.

In addition to information relating to catastrophic outage remediation actions and timelines, the report shall include a link to the associated root cause analysis (RCA) report which is required and detailed in the *Catastrophic Outage (CAT) SLA*.

#### **17.1.4 COMMUNICATION RECORDS AND RECORDING INFORMATION LOSS SLA REPORT**

The Communications Records and Recording Information Loss SLA report shall report on adherence to the requirements listed under SOW, Section 33.5, Communication

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Records and Recording Information Loss. This report details the loss or damage to communication records and files, including but not limited to call detail records (CDRs), call recordings, messages, photos, videos, and all associated audit records. At a minimum, the report shall detail the number of impacted records and/or files, the record or file type, and if the record was recoverable.

#### **17.1.5 COMMUNICATION RECORDS AND RECORDING DATA RETENTION SLA REPORT**

The Communication Records and Recording Data Retention SLA Report shall report on the adherence for the requirements listed under SOW, Section 33.6, Communication Records and Recording Data Retention SLA. Communication records and recording data retention refers to the Contractors responsibility of retaining all communication records including call recordings, messages, photos, videos, and all associated audit records for a minimum period of seven years from the original file creation date. Any file identified as not being retained for the minimum data retention policy period shall be highlighted on this report along with clear reasoning behind the exclusion or system failure which caused the file to not be retained.

#### **17.1.6 DATA BACKUP AND RECOVERY SLA REPORT**

The Data Backup and Recovery SLA Report shall report on the adherence for the requirements listed under Section 33.7, Data Backup and Recovery. This report shall provide adherence metrics for the objectives of backup success rate (%), recovery time objective (RTO), backup frequency, and average backup duration. In addition, the report shall detail specific failures of the data backup and recovery system to facilitate operational conversations and continual service improvement cycles.

#### **17.1.7 EXECUTIVE MONTHLY SLA SUMMARY REPORT**

The Contractor shall provide an IC+ SLA summary report which details SLA performance, by month, for each of the SLAs included in this document. The report shall also include a summary of remediations applied along with the total financial impact of these remediations to the Contractor.

Filters built within this report shall support creating a fiscal year SLA performance summary.

### **17.2 OPERATIONAL REPORTS**

Operational reports serve a critical function for the management of the IC+ solution. These reports offer information related to operational performance, key metrics, and insights into areas where service levels may be improved. By providing stakeholders with need-to-know information, these reports facilitate decision-making, resource

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allocations, and continual service improvement initiatives. This section of the SOW describes the Operational reporting requirements for the IC+ solution.

#### **17.2.1 EXECUTIVE OUTAGE AND ROOT CAUSE ANALYSIS (RCA) REPORTS**

The CDCR Operations Manager reserves the right to request an executive outage RCA report for any significant network outage or critical service failure. The report shall include the following:

1. Outage description
2. Date and time of outage
3. Date and time of resolution
4. Resolution description
5. Contractor trouble ticket number
6. Service location
7. Impact to CDCR (number of users affected/locations/service types)
8. Chronology of contractor steps to resolve the problem
9. Path forward (steps taken to mitigate future outages)

The Contractor shall provide an initial report within 24 hours of the incident to be followed with a comprehensive report delivered within 30 calendar days from the date/time stamp of the start of the incident.

#### **17.2.2 AD HOC REPORTS**

The CDCR Operations Manager reserves the right to request ad hoc reports on an as-needed basis. These reports might be a modification of existing report sets or a unique combination of other measuring and tracking elements. The Contractor shall work cooperatively with CDCR to develop the ad hoc report. There shall be no limit to the number of ad hoc report requests.

The Contractor shall deliver the report no later than ten (10) calendar days from the date of the request, unless the requested report requires acquisition from new data sources. In cases where new data must be extracted, transformed, and staged within a data warehouse prior to operational readiness, the State will work with the Contractor to establish a mutually agreeable timeframe for delivery. CDCR reserves the right to request that the report become ~~a report~~ available for on-demand retrieval in the reporting portal.

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### 17.2.3 INVESTIGATIVE REPORTS

The Contractor shall make investigative reports available to generate on demand. Authorized CDCR staff shall be able to generate investigative reports and define the sort parameters and report content for each report. Investigative Reports shall have the following characteristics:

1. Output file types
  - a. All investigative reports shall have the option to save as either .xlsx or .pdf files.
2. Format
  - a. Cover page shall include:
    - i. The name of the report
    - ii. Date and time report was generated
    - iii. Description of the search criteria and any selected report filters
  - b. Report pages shall include:
    - i. A header row with titles of the respective report field columns
    - ii. A footer with the page number and total number of pages (i.e., 2 of 5), date and time the report was generated, and the authorized user ID
    - iii. A numeric ID in the first column that corresponds with the individual calls listed on the report
  - c. All reported time and date information shall reflect Pacific Time.
3. Each report shall provide the following information on each IC+ call, with the capability of sorting data by each field:
  - a. Link to call recording with indicator if call was recorded or not
  - b. Link to call transcription if the call was recorded
  - c. Notes field
  - d. Indicator of played calls including user ID, date, and time
  - e. Indicator of copied calls including user ID, date, and time
  - f. IC+ station identifier
  - g. CDCR Facility
  - h. IC+ Station Location within the CDCR facility
  - i. Destination Number (with partial field search capability using a wild card)

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- j. Date and Time of IC+
- k. Call Duration (mm:ss)
- l. Unique File Identifier of Recording
- m. Start Code
- n. End Code
- o. Alert Group
- p. Call Type
- q. Three-Way calling flag

#### **17.2.4 ASSET TRACKING REPORT**

The Asset Tracking report shall report details on IC+ devices assigned to incarcerated people within CDCR facilities including their last connection to the network (date/time). This information helps CDCR when devices go missing. The report shall allow users to filter results by facility and functionality to further filter, or sort results, in a fashion that allows for quick identification of devices which have not reported in as expected. The report shall provide the following fields:

- 1. Facility name
- 2. Asset name
- 3. Asset ID
- 4. Individual device is assigned to
- 5. Date assigned
- 6. Device status
  - a. In service
  - b. Out-for repair
  - c. Not assigned
- 7. Last heartbeat

#### **17.2.5 CHANGE MANAGEMENT REPORT**

The Change Management Report shall provide a structured approach to identify, evaluate, approve, and implement operational changes within the IC+ solution. The report shall contain the following fields:

- 1. Top Level Report

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- a. Change ID
- b. Change request date
- c. Change request time
- d. Change scheduled duration
- e. Change request title
- f. Change type
  - i. In-cycle (Scheduled during regular change window)
  - ii. Out-of-cycle (Scheduled outside of a regular change window)
  - iii. Emergency (Reserved for emergency, system outage scenarios)
- g. Date change is reviewed by the CDCR Change Control Board (CCB)
- h. Change status
  - i. Approved
  - ii. Rejected
  - iii. On-Hold
- i. Change start time
- j. Change end time
- k. Actual Change duration

2. Drill Through Report:

- a. Change ID
- b. Change title
- c. Change description
- d. Mitigation plan
- e. Roll back plan
- f. Implementation notes
- g. Reason for rejection (if applicable)

**17.2.6 TROUBLE TICKET REPORT**

The Trouble Ticket Report shall document and track issues or problems encountered within the IC+ solution detailing the data and time of the issue, the description, impact, and steps taken to address the problem. Trouble ticket information shall be refreshed in



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the data warehouse no less than once every 24 hours to ensure that information is current and available to CDCR.

The report shall include the following detail:

1. Trouble ticket number
2. Asset description (circuit number, service ID, phone number, device ID, etc.)
3. Problem Type Taxonomy Code(s)
4. Service Type
5. Priority Level
6. Trouble symptom
7. Restoration description
8. Name of CDCR facility
9. Ticket creation date
10. Restoration date and time
11. Total duration
12. Outage duration

This report shall include tickets submitted by CDCR Authorized Staff which have opened trouble tickets relating to potential system and/or application availability issues by calling the toll-free Help Desk number, and members of the CDCR incarcerated population which have opened trouble tickets by submitting a request through their IC+ devices. In addition, this report shall include trouble tickets originating from the contractor's monitoring system, or any other intake mechanism not previously stated above.

#### **17.2.7 CUSTOM QUERY REPORTS**

The Contractor shall provide options for custom queries by CDCR staff. The options shall have the ability to define specific search criteria utilizing a pre-defined data set. Staff shall be able to save a query for future use under a unique query name. This unique query will be tied to the CDCR staff's user ID and does not need to be accessible by other users.

#### **17.2.8 CALL FREQUENCY REPORT**

The call frequency report shall categorize calls by caller and destination, offering a breakdown of the telephone numbers involved in communication attempts by an incarcerated person. The report will outline each destination number called, detailing

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both completed and attempted call quantities over a chosen timeframe. The aim is to provide CDCR staff with clear insights into phone call-based communication patterns, aiding in data-based informed decision making.

Report filters shall include:

1. CDCR Facility Name
2. CDCR Incarcerated people ID
3. Start Date
4. End Date

#### **17.2.9 ALERT GROUP REPORTS**

The alert group report shall provide a list of all calls that were made to designated numbers during an identified time period to any destination numbers that have been designated in the Facility Contact List as an active Alert Group.

The Alert Group by Authorized User Report shall provide a list of all destination numbers that have been designated in the IC+ Facility Contact List as an active Alert Group by a specific CDCR Authorized User.

#### **17.2.10 STATION CONFIGURATION REPORT**

The IC+ Station Configuration Report lists the unique IC+ device station number for each IC+ device within the designated facility(s). This report shall list the IC+ Station Identifier, the station location, and the last time the station configuration record was updated.

#### **17.2.11 USER ID CREATION REPORT**

The IC+ User ID Creation Report shall reflect the activity of User ID accounts created/activated during a specific reporting period. This Report shall indicate the name of the CDCR Operations Manager or Contractor's Authorized Staff who created/activated the account with the date and timestamp. This report shall detail the CDCR Operations Manager or IC+ Authorized Staff's user ID, the user profiles created/activated, the date the profile was deactivated, ~~the unique numeric code generated when a user profile is created,~~ last time logged in, and all updates to the profile.

#### **17.2.12 AUDIT LOG REPORT**

The Audit Log Report shall contain the IC+ User logged-in time and activities (files accessed, calls copied, calls played back, and notes input) during a specific reporting period.

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#### **17.2.13 LIVE MONITORING ACTIVITY REPORT**

The Live Monitoring Terminal Activity Report shall provide a report on the ON/OFF status of the IC+ Live Monitoring Terminals during a specific reporting period. This report shall include the identification of the IC+ Live Monitoring Terminal, and the times that each Terminal was turned on or off.

#### **17.2.14 PASSIVE ACCEPTANCE REPORT**

The Passive Acceptance Report details the destination numbers that have been set for passive acceptance, including the unique IC+ user identifier of the person that entered or modified the passive acceptance status. This report will include the date/time stamp of status changes to each destination number.

#### **17.2.15 BLOCKED NUMBER REPORT**

The IC+ Blocked Number Report details the telephone numbers that have been identified as unauthorized to receive IC+ calls. The IC+ Blocked Number Report will include the unique user identifier of the personnel that entered or modified the Blocked Number status as well as the dates of status changes to each number.

#### **17.2.16 DO NOT RECORD REPORT**

The IC+ Do Not Record Report details the telephone numbers that have been set to not be recorded. The Do Not Record Report shall include the unique user identifier of personnel that entered or modified the "do not record" status as well as the dates of status changes to each number.

#### **17.2.17 DATA BACKUP VALIDATION REPORTS**

The Contractor shall provide IC+ Data Backup Validation Reports in the reporting portal. These reports shall include confirmation of all file backups. Complications or problems associated with backup processes shall also be identified in this report.

#### **17.2.18 CUSTOMER SERVICE CALL VOLUME REPORT**

The IC+ Customer Service Call Volume Report measures and tracks the quantities of each type of Customer Service contact by type of contact. Types of contacts include calls listed by each published IC+ Customer Service Number contacts by letter, e-mail and fax. The information shall be summarized at the bottom of the report.

#### **17.2.19 CUSTOMER SERVICE REQUESTS & ISSUES REPORT**

The IC+ Customer Service Requests & Issues Report tracks the different types of service requests, complaints, and issues relating to IC+ components not directly tied to potential system issues or outages.

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Working with the CDCR, the Contractor shall identify the unique categories that describe the type of service requests, complaints, and issues received by IC+ Customer Service staff.

The report shall include the following detail:

1. Service Request Number
2. Name of CDCR facility
3. Requestor Name
4. Requestor Type (CDCR Staff, Incarcerated Population, Friends & Family, Other)
5. Unique Identifier of Requestor (CDCR Number, Customer Account ID, etc.)
6. Service Request Status
7. Service Request Priority
8. Service Request Category
9. Assigned To
10. Service or Issue Description (Short Description or Title)
11. Date Opened
12. Date Closed
13. Estimated Resolution Date/Time
14. Stop Clock Duration
15. Working Duration

**17.2.20 NETWORK PERFORMANCE REPORT**

The IC+ Network Performance Reports will be included within the suite of operational reports. These reports may be a modification of existing report sets or a unique combination of other measuring and tracking elements including burst speed, average latency, bandwidth usage, latency, etc. The Contractor shall work cooperatively with the State in developing these reports.

**17.2.21 COMMUNICATION VOLUME REPORT**

The IC+ Communication Volume by Facility Report will list separately the Communication and Call Elements for each CDCR facility. Communication Elements include emails received and sent. Call Elements include Call Attempts, Call Completions, and Call Conversation Minutes as columns. A Summary Table detailing the summation of each call at all facilities will be provided at the end of the report.

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#### **17.2.22 REVENUE TRACKING REPORT**

The Contractor shall provide as part of the monthly revenue reports a Monthly IC+ Revenue Tracking Report. The report shall track total call minutes, along with other services for which revenue is collected for each month and include:

1. Month
2. Total minutes
3. Cumulative grand totals for the year (both State fiscal and calendar) shall be calculated and displayed for total minutes

#### **18 SECURITY**

The Contractor shall comply with all the requirements stipulated in the CDCR Data Sharing Agreement (DSA) located in the Bidder's Library ("Data Sharing Agreement ISO DSA"). The Contractor shall sign the DSA upon contract award. The Contractor shall comply with the outlined security requirements in the *Technical Requirements* and the *Deliverables Table*, Exhibits 21 and 22.

Security policies and standards that the Contractor shall abide by can be found in the links provided below:

1. State Administrative Manual (SAM) (These are based on NIST 800-53 security controls)
2. Security - CDT (ca.gov)
3. <https://cdt.ca.gov/policy/simm/#SIMM>Statewide Information Management Manual (SIMM)

The IC+ solution shall be made available for on-demand security audits to assess security controls and user access configurations. Regular security audits and access assessments identify and allow CDCR administrators to address potential vulnerabilities in a timely fashion.

#### **19 HARDWARE AND SOFTWARE REQUIREMENTS**

##### **19.1 HARDWARE REQUIREMENTS**

The Contractor shall provide and install all the equipment required for the IC+ implementation at no cost to CDCR. Exhibit 20 and Exhibit 21, Business and Technical Requirements define the physical requirements, specifications, and any specific make/model of equipment that must adhere to CDCR's enterprise architecture. Refer also to CDCR's 2024 Design Criteria Guidelines, 2024 Design and Construction Policy Guidelines, and Structured Cabling Guidelines FPCM CIS Version 4.6 04302023 cabling

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requirements applicable documents for cabling, wire, and power requirements in the Bidder's Library.

At the end of this Contract, CDCR shall retain ownership of all infrastructure associated with operating IC+ solution.

#### **19.1.1 TELEPHONES**

The telephones, telecommunication devices for the deaf (TDD), and telephone enclosures will become property of CDCR at the time of Contract expiration or termination. For the term of the Contract, the Contractor is responsible for all the scheduled maintenance, repairs, replacement, support, and service for the telephone equipment.

#### **19.1.2 VIDEO CALLING SERVICES (VCS)**

The Contractor shall retain ownership of the VCS equipment and is responsible for all the scheduled maintenance, repairs, replacement, support, and service for the term of the Contract.

#### **19.1.3 VIDEO RELAY SYSTEM/~~AMERICAN SIGN LANGUAGE VIDEO CALLING SYSTEM~~ (VRS/~~ASL-VCS~~)**

The Contractor shall retain ownership of the VRS/~~ASL-VCS~~ equipment and is responsible for all the scheduled maintenance, repairs, replacement, support, and service for the term of the Contract.

#### **19.1.4 TABLETS**

The Contractor shall provide tablets to every incarcerated person at no cost to CDCR, the incarcerated people, friends, and family. The Contractor will retain ownership of the tablets and shall be responsible for all the scheduled maintenance, repairs, replacement, support, and service for the term of the Contract.

#### **19.1.5 KIOSKS**

The Contractor shall provide and install kiosks in housing units, long-term care facilities, and other CDCR specified locations where the incarcerated people are housed. The Contractor shall retain ownership of the kiosk equipment and is responsible for all the scheduled maintenance, repairs, replacement, support, and service for the term of the Contract.

#### **19.2 SOFTWARE REQUIREMENTS**

The Contractor represents and warrants that it is the sole owner of the software or, if not, the Contractor has received all legally required authorizations from the owner. The

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Contractor shall do all of the following in regard to software, at no additional cost to the State:

1. Own or license and maintain all software for the term of the Contract
2. Possess and document all software licenses necessary to legally operate the IC+
3. Provide an administrative software license cost model that scales to enterprise-wide concurrent users based on current population
4. Notify CDCR in writing if its intellectual property, business, or all of its assets are acquired by a third party and identify the third party
5. Provide any and all upgrades that become available during the term of the contract
6. The Contractor shall provide the following documentation:
  - a. Term of software license.
  - b. Rights to Computer Software.

#### **19.2.1 SOFTWARE MAINTENANCE**

The Contractor shall maintain the following system software elements:

1. Standard configuration (software settings, releases, customization)
2. Maintenance and administration
3. Upgrades (i.e., version releases, patches, and hot fixes)
4. Procedures and documentation

At a minimum, the operating system/applications should allow CDCR the ability to request modifications at no cost to CDCR. The Contractor shall ensure IC+ software is maintained on the Contractor's most current version with no more than two (2) versions at any point in time across all CDCR facilities.

#### **20 COMPATIBILITY AND INTERFACE**

The Contractor shall provide a web-based IC+ management application that is compatible with CDCR's approved web browser. As of April 2024, the CDCR standard web browser is Microsoft Edge Chromium.

The Contractor shall develop and provide all required interfaces to the existing CDCR systems/programs required to meet the requirements of the IC+. All development and implementation of the interfaces will be at no cost to CDCR, incarcerated people, or their friends and family. The IC+ must have the ability to import and export data in a variety of standard formats, including fixed width, delimited, csv, xml, text, and Microsoft Excel.

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The Contractor shall develop and provide the technical capability that creates access to the data interfaces with other entities in the future via one or more APIs (Application Program Interface), web services solution, or other relevant or useful Internet protocol (e.g., HTTP).

CDCR retains sole responsibility for performing any changes to the existing CDCR systems/programs or adding new systems/programs. The Contractor shall develop and provide additional interfaces to the existing or new systems/programs to meet the requirements of the IC+.

## **21 SYSTEM INSTALLATION**

The Contractor shall be responsible for providing, installing, and testing all infrastructure required to provide the IC+ solution and meet all of the contract requirements at no cost to CDCR. The Contractor shall not be allowed to use any existing infrastructure without the expressed and formal authorization and approval by the CDCR Operations Manager. The Contractor shall not receive nor accept authorization from the local facility or facility staff.

## **22 CONTRACTOR SITE WALKS AND PARTICIPATION**

The Contractor shall conduct a walkthrough of each participating facility to determine the scope of the implementation for individual institutions/facilities as directed by CDCR. The Contractor shall ensure that contractor and subcontractor staff performing the installation participate in the site walks. The Contractor shall, in coordination with the CDCR Operations Manager, attend formal and informal meetings with CDCR staff and/or other state agency personnel as part of these site walks.

## **23 CABLING AND POWER INSTALLATION**

The Contractor shall provide, install, and test all wiring required to provide data and voice services. The Contractor shall provide CAT 6 (550 MHz) rated wiring at a minimum. A minimum of two (2) data lines to each Wireless Access Point (WAP) is required.

All Contractor installed wiring and cabling infrastructures for IC+ shall meet all current applicable Federal, State, and Local codes, standards, and regulations. All IC+ wiring and cabling shall be concealed, to the extent possible, from plain view. Any cabling/wiring that must be externally mounted or exposed must be encased in hardened conduit as specified by the CDCR's 2024 Design Criteria Guidelines, 2024 Design and Construction Policy Guidelines, and Structured Cabling Guidelines FPCM CIS Version 4.6 04302023 cabling requirements to ensure a secure installation. These guidelines are available in the Bidders Library. In addition, the Contractor shall meet the requirements for shrouding exposed conduit as specified in the aforementioned



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guidelines. All cables, wires and equipment shall be firmly held in place. Fastenings and supports shall be adequate to support the loads with ample safety factors based upon such factors as seismic zone. For specialized installation areas where security is a consideration, the Contractor shall meet CDCR's 2024 Design Criteria Guidelines, 2024 Design and Construction Policy Guidelines, and Structured Cabling Guidelines FPCM CIS Version 4.6 04302023 cabling requirements to ensure a secure installation.

The Contractor shall furnish and install any additional cable path with applicable fill ratios as specified by Building Industry Consulting Service International (BICSI), standards. This shall include any distribution, riser, or station cabling.

The Contractor shall provide all wiring and cabling necessary to interconnect the equipment to the jacks, distribution blocks, and main point of entry (MPOE) in the designated telecommunications rooms and designated termination points.

The Contractor is responsible for any new circuits and power runs required to support the IC+ at no cost to CDCR.

#### **24 UNINTERRUPTIBLE POWER**

The Contractor shall provide all equipment necessary to maintain 100% functionality for the Contractor's main IC+ equipment including routers, firewalls, servers, and ISP connections for a minimum of 30 minutes due to a loss of commercial power in the CDCR facilities. The Contractor must provide an IC+ solution with the ability to fully recover from a power outage automatically or remotely once power is restored.

The Contractor is advised that the CDCR facilities perform tests of the backup generators at least once per month. During this testing the power will be temporarily disabled throughout the facility, including the telecommunications room. Outages resulting from backup generator testing will not be considered a stop clock condition in calculating SLAs.

#### **25 PRE-INSTALLATION DOCUMENTATION**

The Contractor shall provide hard and electronic copies of network infrastructure cabling drawings and/or diagrams to include one (1) half size, one (1) full size, to the CDCR Operations Manager prior to the beginning of work at each installation site. In addition, the Contractor shall provide the specifications and drawings of the IC+ enclosures. CDCR shall approve these specifications, drawings, and diagrams prior to the Contractor commencing work. Such approval does not relieve the Contractor from the responsibility of meeting all requirements of the Contract. All drawings and/or diagrams that contain special symbols, either of a product or technically specific nature, shall contain legends denoting the meaning of the symbols.

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The Contractor shall provide hard and electronic copies of Professional Engineer Stamped network infrastructure cabling, new circuit and electrical drawings to include one (1) half size, one (1) full size to the CDCR Operations Manager. The Operations Manager will send them to the CDCR Facility Planning and Construction Management (FPCM) for submission to the California State Fire Marshal (CSFM) for review, approval, and permitting prior to performing any construction or installation of infrastructure that require coring or penetration of walls or floors. CDCR will procure the CSFM services for the drawing submission, permitting and retrieval. The Contractor shall reimburse CDCR for the actual costs of the drawing review, approval, permitting, and any CSFM facility inspection. An example of fire marshal reimbursement process is provided in the Bidder's Library (Refer to "State-Fire-Marshall\_Reimbursement-Process-Flow-v01-31").

Unless otherwise stated, the final approved drawings and/or diagrams shall be delivered to CDCR at least 30 calendar days prior to installation at each CDCR facility.

## **26 SYSTEM IMPLEMENTATION**

The Contractor shall design, engineer, and install all infrastructure required for IC+. The Contractor shall provide an IC+ implementation plan and associated staff that can meet the demands of a phased, multi-site implementation in an efficient manner. The Contractors shall implement the telephone and VRS/~~ASL~~ VCS services first, followed by the remaining IC+ services. The Contractor shall submit a written request to the CDCR Operations Manager if additional detailed site-specific information is required for engineering the IC+ infrastructure.

IC+ solution shall be fully available and operational ~~no more than six (6) months following Contract award at all CDCR locations~~ based on the following two (2) milestones. The implementation period will begin upon the award of the Contract and will end upon acceptance by the CDCR Operations Manager as successfully installed and fully operational at all CDCR facilities. The Contractor's implementation plan shall describe in detail how the IC+ implementation will minimize the impact on CDCR operations.

~~Please refer to the Bidder's Library for list of CDCR Adult Institutions ("CDCR Adult Institutions Addresses"), Conservations Camps ("CDCR Fire Camps Addresses"), CDCR Youth Facility ("CDCR Youth Facility Address"), and CCTRP locations ("CCTRP LocationsAddresses").~~

### **Milestone 1: Six-Month Implementation Timeline (Existing Services)**

The Contractor shall implement the following existing services within six (6) months following the Contract award:

1. Adult Institutions:

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- a. Wall Phones
- b. Kiosk Stations
- c. Video calling Stations
- d. Tablets

2. Conservation Camps and CCTRPs:

- a. Wall Phones

Please refer to the Bidder's Library for list of CDCR Adult Institutions ("CDCR Adult Institutions Addresses") and Conservations Camps ("CDCR Fire Camps Addresses").

**Milestone 2: Full Implementation Timeline (Twelve-Month Period)**

The Contractor shall fully implement all remaining mandatory requirements within twelve (12) months following the Contract award. This includes completing an additional infrastructure and dependent services required for full functionality and operational support. The completion of this milestone will be demonstrated by the successful implementation of all mandatory requirements contained within the solicitation at both Adult Institutions and Conservations Camps, and acceptance from the CDCR Operations Manager.

The Contractor's implementation plan shall describe in detail how the IC+ implementation will minimize the impact on CDCR operations.

**27 TECHNOLOGY REFRESH**

The Contractor shall provide an effective Technology Refresh Plan as outlined in the Exhibit 22, Deliverables Table.

The Contractor shall properly dispose of equipment including destruction of data by degaussing, using commercially available erasure tools, or physically destroying media (burn, melt, or securely shred).

The Contractor is allowed to use the existing equipment and infrastructure supporting CTS with the understanding that an equipment refresh shall be provided within two (2) years after contract award or as agreed to by CDCR.

**28 AVAILABILITY OF TECHNOLOGY AND ADDITIONAL SERVICE ITEMS**

The Contractor is responsible for continuously improving the in-scope goods and services offered as part of the contract throughout its duration. This includes adopting technological advancements and leveraging improvements in the delivery of technology and communications-related services. CDCR's communication needs and requirements might evolve and change over time, and the need for enhanced or

**Commented [A1]:** Do we currently have phones at our youth facility and CCTRPs

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modified functionality might arise. Therefore, either party may suggest enhancements, additional required goods or services, modifications, cost saving items, or items that might be considered to keep pace with and/or to take advantage of the latest and most useful technological advancements and improvements in Contractor's performance.

The Contractor shall notify CDCR, via written proposal, if enhancements do not substitute, replace, modify or improve goods or services already being used under this Contract, but instead add additional material functionality and features. Each proposal for enhancements must provide a 1) business case that includes potential users and technical requirements, if any, and 2) competitive pricing that includes market analysis that illustrates cost benefits and cost justification.

The Contractor, upon mutual agreement by CDCR, shall not be obligated to provide discontinued parts/equipment, should it be determined that new, replacement, and/or refurbished parts/equipment are no longer available (End-of-New-Sales). The Contractor shall work the CDCR to determine suitable alternatives.

If CDCR determines that the proposed enhancements should be included in the Contract, CDCR and the Contractor will negotiate in good faith to agree on an amendment to the Contract to add the enhancements. The Contractor understands that the State has sole authority to approve proposals and agrees that enhancements will not be added to the Contract until there is an approved amendment. Nothing in this Section shall prohibit the State from obtaining similar enhancements from other providers or requiring that certain enhancements may only be obtained from certain providers.

## **29 SYSTEM TESTING AND ACCEPTANCE PROCEDURES**

The following procedures for System Testing and Acceptance shall supersede *GSPD – 401IT, General Provisions – Information Technology* (GSPD) Section 15 (Inspection, Acceptance and Rejection): The Contractor shall prepare software releases and stages for testing, validation, and acceptance in a test environment. The CDCR Operations Manager must authorize for releases to proceed prior to the Contractor migrating them to the production environment.

The Contractor shall develop and provide an acceptance test plan that includes the process, method, verification, and validation of all the functional requirements for IC+. The Contractor must provide it to the CDCR Operations Manager for approval 90 days prior to placing any IC+ features in operation.

The Contractor shall perform acceptance testing and provide test results to CDCR. CDCR reserves the right to participate in acceptance testing. Test results will be evaluated as pass/fail. Any non-conforming test results will trigger the Contractor's

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submission of a corrective action plan that must be reviewed and approved by CDCR. Once the corrective measures are taken, CDCR shall monitor the point of failure until a consecutive 30 calendar day period free of defects is achieved. The final acceptance period is 90 business days following delivery of all project phases and approval of all deliverables at the final IC+ site.

Test deliverables shall include, but not be limited to, test procedures, cases, results, test logs, and the summary test report.

### **30 TRANSITION OF OPERATION TO NEW CONTRACTOR OR STATE**

In order to facilitate a coordinated and timely transition of the IC+ equipment during the transition-out process, the Contractor shall relinquish all claims of ownership of the IC+ equipment to CDCR except as otherwise identified under SOW, Section 19, Hardware and Software Requirements. The transition of ownership of the equipment shall occur in accordance with the *IC+ Transition-Out Plan* approved by the CDCR Operations Manager.

During the contract term, CDCR will engage in a competitive bid process to award replacement services to be in effect at the conclusion of the Contract. The replacement services may replicate or be similar to IC+ services or may include new strategies for providing IC+ solution.

CDCR acknowledges the difficulty in anticipating future transition requirements without knowledge of future systems; however, the Contractor shall declare and commit to what it considers its responsibility and participation in transition of services, and to the extent possible, demonstrate how it would plan and conduct the transition of its services to a new Contractor. The Contractor and CDCR shall mutually agree on the content of an *IC+ transition-out plan* at time such plan is required.

The Contractor shall abandon in place, at no cost to CDCR, all calling devices, enclosures, cut-off switches and associated cabling as part of the transition-out process to the future contract. The Contractor shall continue to maintain all equipment until the transition-out process has been completed and accepted by the CDCR Operations Manager. Major milestone dates shall be identified by the CDCR Operations Manager in the approved transition-out plan.

### **31 TRAINING**

The Contractor shall provide a customized training plan as described in IC+ Training Plan (Refer to Exhibit 22, Deliverables Table) approved by CDCR. The training shall employ an on-site, hands-on, classroom and train-the-trainer approach.

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The Contractor shall conduct a training class for the CDCR Operations Manager prior to training at any CDCR facilities. After this class, CDCR maintains the right to direct modification of the training syllabus to match the actual CDCR environment and configuration, as well as to standardize the training format, materials and terms. Each of the Contractor's trainers must obtain certification from the CDCR Operations Manager that the trainer has the skills and knowledge to effectively train the CDCR staff on IC+.

The Contractor shall provide administration, live monitoring and investigative training to CDCR staff on-site in a hands-on environment following initial installation and prior to activation at each facility or location as identified by the CDCR. Each facility will require a minimum four (4) training sessions, during normal business hours, as requested by the CDCR Operations Manager. The Contractor shall provide follow-on refresher training and training for any new functionality added after initial activation.

The Contractor shall provide post-installation training and support materials that may be used as refresher training including customized help menus provided in each application, web-based FAQs, help desk support, and self-contained training programs (e.g. web-based).

All training materials and modification shall be subject to approval by CDCR Operations.

### **31.1 USER GUIDES AND TRAINING DOCUMENTS FOR STAFF**

The Contractor shall provide necessary training documentation (materials and user guides) and access to training services on its hosted secure network portal for all CDCR staff. Online training documentation and services shall be accessible 24x7x365.

The Contractor shall provide and maintain IC+ user guides for CDCR staff. The Contractor shall provide access to an on-line manual specific for the IC+. Authorized users will be able to search and find operating instructions for specific functionality.

The user guides shall:

1. Not include references to any features or functionalities that are not provided in the IC+.
2. Contain detailed and clear instructions on the operation of the IC+ hardware and software.
3. Be provided to the CDCR Operations Manager for approval prior to the installation at the first CDCR facility.
4. Be updated as software version updates and system configuration changes are made.
5. Be available in .pdf and .docx formats.

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6. Be modified as directed by CDCR.
7. Be created in a user-friendly format.

### **31.2 LIVE MONITORING USER GUIDE**

The Contractor shall prepare and provide an IC+ live monitoring user guide that describes and provides instruction on primary features, functionality, and commands. Hardcopies shall be laminated and posted at each IC+ Live Monitoring location.

### **31.3 INVESTIGATIVE STAFF USER GUIDE**

The Contractor shall provide an investigative user guide for CDCR investigative staff that describes and provides instruction on primary features, functionality, and commands.

### **31.4 CDCR OPERATIONS MANAGER USER GUIDE**

The Contractor shall develop and provide a user guide that describes the administration of the global system operation and configuration, whether network based or localized on-site.

### **31.5 INCARCERATED PEOPLE TRAINING**

The Contractor shall provide incarcerated people with IC+ device training at every facility. The training shall take place following initial installation and prior to activation at each facility. Each facility will require a minimum of four (4) training sessions, during normal business hours, as directed by the CDCR Operations Manager. The Contractor shall provide refresher training and training for any new functionality added after initial activation.

### **31.6 USER GUIDES AND TRAINING DOCUMENTS FOR INCARCERATED PEOPLE**

The Contractor shall provide a user guide that includes instructions and contact information for log-in and operation of the IC+ device. The CDCR Operations Manager must approve the user guide before it is provided to the incarcerated people. The Contractor shall provide the user guide in English and Spanish in .pdf and .docx formats on its hosted secure network portal. The Contractor shall modify the user guide as directed by CDCR.

### **31.7 FRIENDS AND FAMILY TRAINING**

The Contractor shall prepare and provide a user guide for friends and family that provides instructions and contact information for establishing IC+ accounts, receiving calls, blocking calls, frequently asked questions (FAQs), and clarification of all other issues that a called party may be concerned with. The CDCR Operations Manager must approve the user guide before it is provided to the incarcerated people. The Contractor

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shall provide the user guide in English and Spanish in .pdf and .docx formats on its hosted secure network portal. The Contractor shall modify the user guide as directed by CDCR.

The Contractor shall make the instructional brochures available on the IC+ public website. The Contractor shall also include language on the website explaining the branding, monitoring, and recording requirements for all IC+ services (where applicable). The Contractor shall provide soft copies of all materials for the friends and family to the CDCR Operations Manager. The Contractor shall mail pamphlets to friends and family upon request.

### **32 MAINTENANCE AND OPERATIONS (M&O)**

Maintenance & Operations (M&O) defines the essential business domains and processes required to maintain the IC+ during its steady-state phase. It includes various IT support services to ensure system integrity, performance, and reliability. The Contractor shall provide the following support services:

- End User Support
- Incident Management
- Event Management
- Change Management
- Configuration Management
- Asset Management
- Problem Management

#### **32.1 END USER SUPPORT**

End User Support defines the support services available to CDCR Staff, and the friends and family of incarcerated people which utilize the IC+ solution. It covers three (3) key areas: The Call Center/Help Desk, Service Requests, and a Knowledge Management component. These functions are designed to ensure users have access to timely support and assistance, efficient handling of service requests, and a self-serve help option through supporting Knowledge Management tools.

##### **32.1.1 CALL CENTER/HELP DESK**

The Call Center/Help Desk will serve as the primary method for CDCR staff, and friends and family of incarcerated individuals to contact the Contractor for assistance and services relating to the IC+ solution. Key functions of the Call Center/Help Desk include:

1. The Contractor shall provide a dedicated toll-free customer service phone number for customer service functions. The IC+ customer service phone number must be accessible from anywhere.



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2. The Contractor's customer service call center shall be staffed with live operators, within the United States, seven (7) days a week during the hours of 5:00 a.m. to 9:00 p.m. PT. The Contractor shall provide a mailing address, e-mail address, website, and fax number to reach their customer service. The Contractor must publish all contact information for customer solicitations, IC+ public website, and customer correspondence.
3. The Contractor shall not substitute automated Trouble Ticket systems for live help desk operators.
4. Providing end-user support materials, user guides, public portal support options (including FAQs), end user support email, and an IVR based help system.
5. Ensuring Call Center/Help Desk calls are supported in both English and Spanish by both the IVR system and the Call Center/Help Desk technicians which answer the phone. Customer service calls directed to an IVR must have all prompts and recordings provided in the same language associated with the number that was used to contact customer service. The two (2) language options shall be English and Spanish.
6. Easy to navigate menu selections within the IVR system.
7. Ensuring callers have a quick and easy to locate option to speak to a live Call Center/Help Desk representative.
8. Providing quick resolution of end-user issues with specific performance targets as defined in Section 33.2 Service Request Fulfillment SLA.
9. Producing telemetry metrics supporting call volume, the Average Speed of Answer (ASA), and call abandonment rates.
10. Produce additional telemetry supporting the reporting requirements outlined in Section 17, Reporting, the Deliverables *table* and Technical Requirements documents.
11. Average Speed of Answer (ASA) time accumulates until the call is answered by a qualified customer service representative. An operator who answers the call but is not trained to handle customer complaints and must transfer the caller does not meet this requirement. All customer service access numbers must be captured and reported to CDCR upon request. The daily ASA of all IC+ customer service calls shall not be less than 80% of the calls answered within 60 seconds. If Spanish callers and the category of all other non-English callers comprise more than 10 percent (10%) of the total volume, then the minimum daily ASA requirement of 80% of the calls answered within 60 seconds shall separately apply for that

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language group. When a call is answered by an IVR system or its equivalent, the ASA time shall not include the time in the IVR if:

- a. The initial prompt and all additional prompts shall offer the caller the option of communicating with a live operator by dialing zero (0) or through an IC+ call at any time. No user input after five (5) seconds of a prompt will be assumed to be a request for an English-speaking live operator, preferably someone who is bilingual.

12. The menu selections are no deeper than five (5) levels at any point from the top level (initial greeting).

13. CDCR shall have final approval of all IVR prompts, greetings and recordings.

14. Menu Usage and Time in System reports shall be available as part of the IVR System and made available within the reporting portal defined in Section 17, Reporting and the Technical Requirements.

15. The Contractor shall provide a complaint resolution team.

- a. Complaints that do not have a specific resolution plan within 24 hours of receipt shall be identified, reported, tracked and managed by the complaint resolution team.
- b. The Contractor shall describe the complaint resolution and escalation plan process, including standard target times for resolution, as part of the Escalation Plan (refer to Exhibit 22, Deliverables Table).
- c. IVR and secure web-based Trouble Ticket tracking systems may be used to provide status information, but the Contractor cannot use them to replace live operators.

16. The Contractor shall provide and maintain written help desk troubleshooting procedures for their analysts, specific to the IC+ solution and environment.

- a. The Contractor must submit the procedures to the CDCR Operations Manager for approval prior to IC+ implementation and upon modification.

### **32.1.2 SERVICE REQUESTS**

Service requests will be handled via the Contractors trouble ticketing system to ensure that requests are received, captured, and tracked in a programmatic function to ensure repeatable processes which can be monitored and reported on. Key features and functions of the Service Request process include:

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1. The inclusion of a public-facing web portal for friends and family of incarcerated people to submit service requests to the help desk without requiring a phone call to the Call Center/Help Desk number.
2. Provision for incarcerated people to request devices when arriving at a new CDCR facility, or requesting service on a device which is not working as intended.
3. Issue Management including general inquiries and issues raised by CDCR staff and the friends and families of incarcerated individuals.
4. Gate clearance requests for one-time or ongoing entry to CDCR facilities.
5. Access requests to administrative functions of the IC+ system.
6. Prioritizing Service Requests based on urgency and impact to ensure critical issues are addressed accordingly.
7. Service Request closure and documentation of resolution efforts, stop clock conditions, and recommendations from support staff.
8. Production of telemetry supporting the requirements outlined in Section 17, Reporting, the Deliverables table and Technical Requirements documents.
9. Minimum fields for each service request shall include:
  - a. Service request number
  - b. Ticket type (request, incident, etc.)
  - c. Date reported
  - d. Time reported
  - e. Date resolved
  - f. Time resolved
  - g. Total time to resolve
  - h. Requestor Name
  - i. Requestor Phone number
  - j. Requestor Email address
  - k. CDCR facility(s)
  - l. Component(s) affected, including the unique inventory or asset identifier
  - m. Ticket Creator
  - n. Description of issue

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- o. Assigned To
- p. Date and time technician was dispatched, if applicable
- q. Date and time technician arrived on-site, if applicable
- r. Description of resolution
- s. Parent service request, if applicable
- t. Notes section (with a date and time stamp for each entry)

#### 32.1.2.1 Priority and Response Definition

| Priority    | Criteria                                                                                                                      | Response Target           | Resolution Target            |
|-------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------|
| High        | Critical requests which could impact operations at one or more facilities if not actioned immediately.                        | 3 Hours                   | 24 Hours (1 calendar day)    |
| Medium /Low | Non-critical issues affecting single users, or requests which are not impacting to any service component of the IC+ solution. | 24 Hours (1 calendar day) | 240 hours (10 calendar days) |

#### 32.1.3 KNOWLEDGE MANAGEMENT

The Contractor shall provide Knowledge Management focusing on providing CDCR Staff, and the Friends and Family of Incarcerated People with the information and resources required to effectively manage and utilize the IC+ solution. Key features and functions of the Knowledge Management process will include:

1. Storage of material and other training content as specified in Section 31, *Training*
2. Frequently Asked Questions (FAQ)
3. User guides and instructional white papers
4. Contact Information
5. Escalation Procedures
6. Process and Procedural documentation

#### 32.2 INCIDENT MANAGEMENT

The Contractor shall provide Incident Management addressing the resolution of disruptions and failures within the IC+ solution. The objective of Incident Management is

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to restore normal service operations as quickly as possible, while minimizing the impact on IC+ services and infrastructure to ensure high service quality and availability. Key features and functions of the Incident Management process will include:

1. Incident identification and logging of service impacting events including network, server, operating system, hardware, security, and application disruptions in the Trouble Ticket System.
2. Incident classification into a problem type taxonomy and assigned a priority level for initial triage.
3. Incident escalation including communication processes and channels for scenarios supporting sitewide outages.
4. Incident investigation and diagnosis.
5. Incident resolution and recovery.
6. Incident closure and documentation.
7. Production of telemetry supporting requirements outlined in Section 17, Reporting, the Deliverables table and Technical Requirements documents.

### **32.3 TROUBLE TICKETS**

Trouble Tickets will be handled via the Contractors ticketing system to ensure that issues are captured, recorded, monitored, and resolved in a programmatic function to ensure repeatable processes and minimize risks to the IC+ system and CDCR. Key features and functions of the Trouble Ticket process will include:

1. Trouble Ticket creation and logging of issues received from Call Center/Help Desk calls, IC+ devices, and from Remote Monitoring and Management (RMM) systems.
2. Ability to classify Trouble Tickets based on issue type and its impact on CDCR operations.
3. Prioritizing Trouble Tickets based on urgency and impact to ensure critical issues are addressed accordingly.
4. Trouble Ticket Assignment and Escalation procedures to ensure appropriate support teams are engaged and working on issues in an effective manner.
5. Trouble Ticket closure and documentation of restoration efforts, stop clock conditions, and recommendations from support staff.
6. Production of telemetry supporting requirements outlined in Section 17, Reporting, the Deliverables table, and Technical Requirements documents.

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Trouble Tickets shall perform the following key activities:

1. The CDCR Operations Manager shall have real-time access to all Trouble Ticket information through the IC+ private web portal.
2. CDCR staff, and friends and family of incarcerated people shall have access to open Trouble Tickets by calling a toll-free number available 24X7X365.
3. Incarcerated people shall have the ability to open Trouble Tickets via IC+ devices.
4. A Trouble Ticket shall be opened for all identified IC+ issues.
5. A Trouble Ticket number will be provided to the reporting party when the ticket is opened.
6. The Trouble Ticket system shall provide an e-mail notification with all Trouble Ticket information to designated CDCR staff after each Trouble Ticket has been opened, and each time the Trouble Ticket has been modified or updated.
7. Trouble Tickets are to be closed upon successful resolution with CDCR's approval by the person that originally opened the ticket, or by the CDCR Operations Manager or their designated representatives.
8. The Trouble Ticket system shall document and track all impacted components by their unique inventory identifier.
9. The CDCR Operations Manager and their designated CDCR staff shall have online access to all historical Trouble Ticket data for the term of the Contract.
10. Distribution of Trouble Tickets notifications shall be configurable for automatic e-mail distribution of updates. E-mailed Trouble Ticket notifications will include a URL link that allows the CDCR Operations Manager and other CDCR staff to click on and immediately connect to the on-line Trouble Ticket system from the e-mail notification. A log of all e-mail notifications will be automatically generated and contained in the body of the ticket.
11. The Trouble Ticket system shall provide search capability on all fields detailed in the Trouble Ticket content in this section.
12. The Trouble Ticket system shall report all activities in Pacific Time when the Trouble Ticket is modified or updated.
13. Minimum fields for each trouble ticket shall include:
  - a. Trouble ticket number
  - b. Ticket type (request, incident, etc.)

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- c. Date reported
- d. Time reported
- e. Date resolved
- f. Time resolved
- g. Total time to repair
- h. Requestor Name
- i. Requestor Phone number
- j. Requestor Email address
- k. CDCR facility(s)
- l. Component(s) affected, including the unique inventory or asset identifier
- m. Ticket Creator
- n. Description of issue
- o. Technician assigned (name of contractor's technician assigned)
- p. Date and time technician was dispatched, if applicable
- q. Date and time technician arrived on-site, if applicable
- r. Description of resolution
- s. Parent trouble ticket or service request
- t. Notes section (with a date and time stamp for each entry)

14. The periodic updates shall contain a date and time stamp in Pacific Time of update. The time stamp shall be consistent throughout the ticket update process.

15. The Contractor shall respond to all reported Trouble Tickets within the time frames detailed in Section 32.3.1, IC+ Priority and Response Definition Table, including dispatching appropriate resources to the affected facilities. If the Contractor determines that a malfunction exists due to CDCR provided equipment or services, the Contractor shall notify the CDCR Operations Manager of the malfunction and assist the CDCR facility or CDCR's contractor(s) as necessary through joint troubleshooting efforts.

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**32.3.1 PRIORITY AND RESPONSE DEFINITION**

| Priority | Criteria                                                                                                                                                                                | Response Target | Resolution Target                                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Critical | Impact:<br>Extensive/Widespread<br>Major system or network outage, IC+ functionality is down at multiple sites simultaneously, or incident marked Priority by CDCR or Contractor staff. | ≤ 15 minutes    | Issue will be continuously worked, 24x7x365, until closure or stabilization. Initial notification to CDCR and status updates are provided in as real-time as possible. CDCR will be in constant contact with the Contractor's Help Desk or other appropriate staff. |
| Major    | Impact:<br>Significant/Large<br>IC+ functionality is down at one site or one (1) housing unit.                                                                                          | ≤ 30 minutes    | The issue will be continuously worked 7 days a week, during the hours of 6:00 am to 7:00 pm PST, until closure or stabilization.<br><br>The Contractor shall provide status updates every four (4) hours or sooner if developments occur.                           |



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| Priority               | Criteria                                                                                                                                                                                                                                                                                                                                                                              | Response Target  | Resolution Target                                                                                                                                                                                                                                                              |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minor                  | <p>Impact:<br/>Moderate/Limited</p> <p>A single CDCR End-User considered to have a noticeable, yet minimal and manageable impact of CDCR operations. Issues that affect IC+ services in a manner not impacting incarcerated people but still requires attention in order to meet Contract requirements.</p> <p>This includes any individual End-User complaint regarding service.</p> | ≤ Two (2) hours  | <p>The issue will be worked until resolved during regular business hours (8:00 am to 5:00 pm PT, Monday – Friday, except California state holidays).</p> <p>The Contractor shall provide status updates at the end of the business day or sooner if developments occur.</p>    |
| Informational Requests | Requests for information, equipment change requests and general information                                                                                                                                                                                                                                                                                                           | ≤ Four (4) hours | <p>The issue will be worked on until resolved during regular business hours (8:00 am to 5:00 pm PT, Monday – Friday, except California state holidays).</p> <p>The Contractor shall provide status updates at the end of the business day or sooner if developments occur.</p> |

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| Priority                                                                                                                                                                                                                                                                                            | Criteria | Response Target | Resolution Target |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------------|
| <p>Note: CDCR will work with the Contractor to identify the severity of an issue when the issue is first reported. However, CDCR reserves the right to escalate to a higher severity at any time.</p> <p>A down system includes any IC+ network, device, component, service and/or application.</p> |          |                 |                   |

### 32.4 EVENT MANAGEMENT

The Contractor shall provide Event Management processes designed to provide proactive monitoring and the management of events within the IC+ solution from a remote location. Event Management ensures that activities and monitoring alerts are appropriately identified, triaged, and funneled to the correct support teams to maintain system integrity and a high level of solution performance. Event Management processes will focus on both Remote Monitoring and the ability to Remotely Manage IC+ system components.

#### 32.4.1 REMOTE MONITORING

The Contractor shall provide Remote monitoring processes of actively observing the health of hardware and services from a centralized, or disparate location that is not at the site of installation. The goal is to identify service disruptions as quickly as possible. Monitoring solutions shall be designed to address the following IC+ components at a minimum:

1. All network devices including, but not limited to firewalls, routers, switches, wireless access points, and controllers.
2. All servers and their operating systems, UPS, and other supporting hardware devices included within the design of the IC+ system.
3. Security monitoring to detect and identify unauthorized access, suspicious activity, and other security vulnerabilities.
4. All IC+ services including:
  - a. Voice and communication services
  - b. Print services
  - c. CDCR staff tools & services
  - d. CDCR and third-party applications and content
  - e. Entertainment services

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- f. CDCR and third-party interfaces functionality
- g. ADA features and functionality

#### **32.4.2 REMOTE MANAGEMENT**

The Contractor shall provide Remote Management to allow issues to be resolved quickly and efficiently from a remote location. This assists in the efficient recovery from service/hardware interruption without having to dispatch onsite technicians, but also aids in healthy communication channels. Key features and functions of Remote Management will include:

1. Remotely access diagnostic and telemetry information.
2. Remotely troubleshoot and resolve error states.
3. Provide remote software problem assistance from the Call Center/Help Desk to CDCR staff.
4. Apply application, firmware, and software updates from a remote location.
5. Perform reboots and management to deployed kiosks from a remote location.
6. Automatic notification by the Contractor to selected CDCR staff in the event of a malfunction of any key service monitored under the Remote Monitoring section above.

#### **32.5 CHANGE MANAGEMENT**

The Contractor shall provide Change Management procedures to all components of IC+ enterprise-wide network and data center software and hardware (including security patching, network, firmware/software upgrades) and other system configuration changes. The Contractor is responsible for developing a Change Management Plan which details the Change Management system the Contractor intends to deploy (refer to Section 13 Change Management Procedures). All software and equipment modifications shall follow the Contractor's CDCR approved Change Management plan prior to implementation within the production environment. Key features and functions of the Change Management process will include:

1. Documentation of change requests within a system which is conducive of producing on demand reports in alignment with requirements outlined in Section 17, Reporting, the Deliverables table, and Technical Requirements documents.
2. Ensuring relevant information is captured, reviewed, and approved prior to implementing change within the production IC+ system.

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3. Establishing a Change Approval Board which is chartered with approving suggested changes.
4. Establishing communication channels to ensure relevant stakeholders are aware of change activities and their potential impacts.
5. Ensure Change Requests are peer reviewed to mitigate potential risks to the production IC+ system.
6. Establish standardized Change Management windows as approved by the CDCR Operations Manager.

### **32.5.1 PREVENTATIVE & ROUTINE MANAGEMENT**

The Contractor shall provide Preventive and Routine Management to ensure systems are kept running smoothly while minimizing the risk of unwanted outages.

Key features and functions of Preventive and Routine Maintenance process areas are as follows:

1. The Contractor shall provide preventive maintenance as required by the equipment manufacturer and as necessary to maintain the IC+ equipment. The Contractor shall provide preventive maintenance on a schedule acceptable to the CDCR Operations Manager and the Contractor. The Contractor shall coordinate its service schedule in advance with the CDCR Operations Manager.
2. The Contractor shall be solely responsible for keeping the IC+ software up to date as required to satisfy the manufacturer's recommended update intervals.
3. The Contractor shall perform any remote, network, routine, or scheduled maintenance during the off-peak hours of 10:00 p.m. to 6:00 a.m. PT. The Contractor shall provide the CDCR Operations Manager with notice of planned maintenance at least 14 calendar days prior to performing the maintenance and in conjunction with the final approved Change Management Plan.

The Contractor shall provide Patch Management by applying software updates to assets (tablets, phones etc.) to keep patch levels up to date and in alignment with manufacturer and/or servicer recommendations.

### **32.5.2 PATCH MANAGEMENT**

Key features and functions of Patch Management are as follows:

1. The Contractor shall perform upgrades (i.e., version releases, patches, and hot fixes) on the software or assets as required.
2. The Contractor shall test the patch to ensure regression bugs are not introduced into the environment.

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3. The Contractor shall document the patch changes applied (deployment date, issues fixed, etc.) withing the Change Management system.

### **32.5.3 EMERGENCY CHANGES**

The Contractor shall perform Emergency Changes only upon approval from CDCR Operations Manager. These changes are reserved for emergency (system outage scenarios, or very rare situations where an imminent security breach is expected). Any Emergency Change will automatically require a post-Morten analysis be performed to identify what caused the emergency, the preventative steps taken, and capture any recommendations to ensure the emergency situation does not occur again in the future.

### **32.6 CONFIGURATION MANAGEMENT**

The Contractor shall provide Configuration Management by managing the changes to the configuration of the IC+ system (Phone, Tablets etc.) and the software running on it. Configuration Management ensures that the functionality and performance of the system is not impacted despite the changes made to the system.

Key features and functions of Configuration Management are as follows:

1. The Contractor shall provide written documentation that will incorporate photos and other diagrams, as needed, to document the CDCR facility and the Contractor's action items.
2. The Contractor must document the user guide with latest software version updates and system configuration changes.
3. The Contractor shall maintain a log for traceability of the various components and their configuration.
8. All IC+ devices (tablets, phones, etc.) shall be maintained at the Firmware and Software versions as agreed upon and tracked in a system capable of producing reports in alignment with requirements outlined in Section 17, Reporting, the Deliverables table, and Technical Requirements documents.

### **32.7 ASSET MANAGEMENT**

The Contractor shall provide Asset management applying the practice of tracking hardware components used for the IC+ solution. Asset management is a component of the operational health of the IC+ solution and ensures CDCR can track assets deployed at CDCR facilities, and ensure organizational policies and procedures are followed. As such, all IC+ solution assets should be accurately accounted for at all times. Key features and functions of the Asset Management process will include:

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4. Ability to produce inventory management reporting at each CDCR facility including network, server, software, licenses, and any devices issued by the Contractor or CDCR to incarcerated people.
5. Ability to identify active heartbeats and identify when a device has last checked in on the network.
6. Tracking of the date/time of when devices were issued and returned to an incarcerated person, and a produce a list of repair and/or warranty activities.

### **32.8 PROBLEM MANAGEMENT**

The Contractor shall provide Problem Management, addressing an approach for identifying, tracking, and resolving issues within the IC+ solution. Problem Management ensures that recurring problems are addressed within a defined procedure to prevent future occurrences. Key features and functions of the Problem Management process will include:

1. Participating in regular meetings with the CDCR Operations Manager and other CDCR staff to review Incident Management reports, Service Request Reports, Call Center Reports, and other Operational metrics to identify repeating issues and trends.
2. Generating reports to track Problem Management performance and areas for improvement.
3. Assign individuals responsible for performing root-cause analysis and the resolution of identified problems.
4. Provide a communication channel for regular updates on the status of ongoing Problem Management efforts.
5. Implementing preventative and monitoring measures to avoid recurrence of similar issues.

### **33 SERVICE LEVEL AGREEMENTS**

The Contractor shall meet the Service Level Agreements (SLAs) as specified in this section which consist of the following categories:

1. End point maintenance, repair, and support
2. Service Request Fulfillment
3. System availability
4. Catastrophic outage (CAT)
5. Communication records and recording information loss

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6. Communication records and recording data retention
7. Data backups and recovery
8. Implementation timelines
9. Data Breach
10. Key Staff Replacement

### **33.1 RIGHTS AND REMEDIES**

If an outage or performance event fails to meet one (1) or more of the IC+ SLA objectives, only the SLA with the largest service level agreement rights and remedies (SLARR) will be applied.

To the extent that Contractor offers additional or more advantageous rights and/or remedies to customers for similar services offered, the State shall be entitled to exercise the rights and/or remedies therein.

Rights and Remedies will apply to each SLA in which the SLA objective was missed. The Rights and Remedies will be applied via compensation for missed SLA objectives every month. State shall have to right to offset the SLA assessment against monthly invoices in its sole discretion.

The Contractor will apply the Rights and Remedies for each device, service and application impacted by the IC+ failure.

The Contractor will automatically calculate, report, and apply all Rights and Remedies.

Rights and Remedies shall be assessed monthly and applied toward the SLARR totals within 60 calendar days from the last day of the month in which the SLA objective was missed.

In addition, Rights and Remedies for all SLAs will allow the option for CDCR and the Contractor to invoke the escalation process according to the *Escalation Plan* as required in the *Deliverables Table*.

### **33.2 STOP CLOCK CONDITIONS (SCC)**

The SCC will allow the Contractor to adjust the SLA durations based on the criteria described below. All SCC periods when applied to a Trouble Ticket or Service Request shall be clearly documented in the ticket diary along with the date and time the SCC started, the date and time the SCC ended, and a detailed description of the qualifying event. Failure to document a SCC in the ticketing diary may result in rights and remedies being applied to the Trouble Ticket or Service Request.

1. Stop clock conditions include:

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- a. Periods when a restoration or testing effort is delayed at the specific request of CDCR. The SCC shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts were made to contact the CDCR staff during the applicable stop clock period.
- b. Time after a service has been restored, but CDCR staff request that the Trouble Ticket or Service Request be kept open for observation. If CDCR staff later determine the service was not restored, the stop clock shall continue until the time CDCR staff notifies the Contractor that the service has not been restored.
- c. Time after a service has been restored, but CDCR staff is not available to verify that the service is working. If the service is later determined by CDCR staff to not have been restored, the stop clock shall apply only for the period of time between the Contractor's attempt to notify CDCR staff and the time the CDCR staff notifies the Contractor that the service has not been restored.
- d. Restoration cannot be achieved because the problem has been isolated to infrastructure that is not maintained by the Contractor.
- e. Failures occurring as a direct result of a power outage, outside the control of the Contractor, which exceeds 30 minutes. Stop clocks will apply after the initial 30 minutes as required in Section 24, Uninterruptable Power. Power outages resulting from a backup generator test will not be considered a stop clock condition if the generator test has been previously documented and approved within the change management system.
- f. The following contact/access problems, provided that the Contractor makes specific efforts to contact the appropriate CDCR staff for facility access during the applicable stop clock period:
  - i. The facility contact or CDCR staff representative has not arranged the access necessary to correct the problem.
  - ii. The technician is not granted facility access after displaying proper identification.
  - iii. The facility's limited hours of access directly impact the Contractor's ability to resolve the problem.
  - iv. CDCR staff causes a problem or delay, documented on the trouble ticket, that prevents or delays the Contractor's ability to resolve the problem. In such an event, the Contractor shall make a reasonable request to CDCR staff to correct the problem or delay.
  - v. Delays in the process of admittance to the CDCR facility.



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- g. Failure of the Trouble Ticket or Service Request originator or responsible CDCR staff to return a phone call or email from the Contractor's technician for on-line close-out of trouble tickets after the service has been restored. The Contractor shall provide documentation substantiating their staff left a message.
- h. An outage directly related to a scheduled and approved change management activity by the Contractor. Any such SCC shall not extend beyond the approved scheduled maintenance period of the change window. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance period, and not caused by the scheduled maintenance shall not be subject to this stop clock criteria.
- i. Any problem or delay caused by a third party not affiliated with the Contractor, and not reasonably preventable by the Contractor. The Contractor's affiliates, subsidiaries, or subcontractors shall be deemed to be affiliated with, and under the control of the Contractor with respect to the equipment, services, and facilities provided under the Contract.
- j. Force Majeure events, as defined in GSPD Section 24 (Force Majeure), which can be found at the following URL:
  - a. General Provisions – Information Technology (GSPD-401IT), effective date 6/21/22. [Required Language for Solicitations and Contracts \(ca.gov\)](#)

### **33.3 ACKNOWLEDGEMENT OF HARM/LIQUIDATED DAMAGES**

Acknowledgement of Harm/Liquidated Damages set forth in Section 33, Service Level Agreements (SLAs), are intended to encourage timely delivery of critical start up project plans/deliverables, plan implementation, and the provision of reliable and responsive services. The purpose of the liquidated damages is to ensure adherence to the requirements of the service contract and to set an amount in advance of a breach to compensate the State for damages that are impractical or extremely difficult to estimate but which would be sustained by the State in the event the Contractor fails to perform services as agreed. The liquidated damages are intended to be a reasonable estimate of the damage and costs the State would sustain as a result of a breach, or the proper and/or the timely delivery of services by the Contractor. They are not intended to be punitive. The State and Contractor, therefore, presume that in the event the Contractor fails to perform certain agreed upon services in a timely manner, the State shall assess the Contractor to pay such amounts as liquidated damages, and not as a penalty. Liquidated damages will not be assessed if, as determined by the State, Contractor's delay or failure to perform its obligations was caused by factors beyond

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the control of Contractor, including acts of the State, and without any material error or negligence of Contractor.

### 33.4 END POINT MAINTENANCE, REPAIR, AND SUPPORT

**SLA Name:** End Point Maintenance, Repair, and Support

**Definition:** Ensures the timely and efficient maintenance, repair, and/or replacement of devices utilized to deliver content to incarcerated people.

**Scope of Services:** This SLA covers all elements related to the maintenance, repair, and/or replacement of any communication device utilized to deliver IC+ services to the incarcerated people.

**Measurements:** Service levels shall be categorized within the following four (4) classifications:

1. *Device Requiring Replacement:* All devices deemed beyond repair and requiring replacement shall be reissued within 240 hours (10 days) of the reported issue, as measured from the data/time stamp of the request until the date/time stamp records the device replacement AND issued to the Incarcerated people.
2. *Device Requiring Repair:* All devices deemed repairable shall be fixed and returned within 120 hours (five (5) days) of the reported issue, as measured from the data/time stamp of the request until the date/time stamp records the device is repaired AND reissued to the Incarcerated people.
3. *New Device Delivery for New or Transferred Incarcerated people:* An endpoint device will be issued to a new or transferred individual within 240 hours (10 days) of reporting to the facility.
4. *Time to Escalate:* Average time to escalate an investigation request to the CDCR Operations Manager in cases of suspected malicious destruction, tampering, or altering of a device shall not exceed 120 hours (five (5) days).

**Escalation Procedure:** In case of unresolved issues, or suspicion of malicious destruction of the device, the Contractor shall escalate the issue to the CDCR Operations Manager for immediate attention.

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**Objectives:** The Contractor shall calculate Service level objectives for each CDCR facility, and report monthly via the reporting portal per facility. The Contractor shall utilize the following objectives for each service level classifications described herein, per facility:

- Replacement Device SLA Adherence: >= 95%
- Device Repair SLA Adherence: >=95%
- New Device Delivery for New Incarcerated people: >= 95%
- Average Time to Escalate: <= 5 Days

**Rights and Remedies**

**Rights of CDCR:**

1. CDCR retains the right to conduct an inquiry and investigation into any device suspected of improper usage or malicious intent to damage prior to the issuance of a replacement device.
2. CDCR has the right to enforce strict data privacy and security measures during endpoint maintenance safeguarding sensitive information.
3. CDCR has the right to define and modify service level response times for endpoint issues and repairs, ensuring prompt resolution in alignment with their needs and goals.
4. CDCR has the right to clear escalation procedures, ensuring timely resolution of endpoint issues and efficient communication with the Contractor.
5. CDCR has the right to expect the Contractor to meet specified Key Performance Indicators (KPIs) related to endpoint maintenance and repair.
6. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.
7. CDCR has the right to collaborate with the Contractor in implementing security measures for endpoints which align with organizational security policies.

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|  | <p>8. CDCR has the right to receive regular reports on endpoint maintenance and repair activities to ensure transparency and accountability.</p> <p>9. CDCR has the right to ensure incarcerated people new to a CDCR facility are issued an endpoint device in a timely fashion.</p> <p>10. CDCR has the right to ensure incarcerated people receive a repaired, or replacement device if an issued device becomes non-functional through no fault of their own.</p> <p>11. CDCR has the right to expect the Contractor to demonstrate and report on End Point Maintenance, Repair and Support activities as part of the reporting and business intelligence suite.</p> <p><b>Rights of the Contractor:</b></p> <p>1. The Contractor has the right to clarify if an investigation is warranted by CDCR.</p> <p>2. The Contractor has the right to receive reasonable notice for any modifications to this SLA to allow for adequate planning and adjustments to resources and processes.</p> <p>3. The Contractor has the right to access and perform maintenance on endpoints to fulfill repair and maintenance obligations, subject to agreed-upon security and privacy protocols.</p> <p>4. The Contractor has the right to dispute any remedies imposed for not meeting agreed-upon endpoint maintenance and repair service level objectives.</p> <p>5. The Contractor has the right to participate in service level reviews providing insights and suggestion for improvements.</p> <p>6. The Contractor has the right to collaborate with CDCR in defining procedures for endpoint repair and replacement considering practical and logistical considerations.</p> <p>7. The Contractor has the right to receive necessary documentation from CDCR facilitating an understanding</p> |
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|  | of total population, new tablet requests, and changes to facility status.                                                                                                                                                                                                              |
|  | <b>Remedies:</b><br><br>Day 1 through 5: Credit to CDCR invoice of \$1,000 per device per day for each device that exceeds service level objectives.<br><br>Day 6 or more: Credit to CDCR invoice of \$1,500 per device per day for each device that exceeds service level objectives. |

**33.5 SERVICE REQUEST FULFILLMENT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <b>SLA Name:</b> Service Request Fulfillment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Definition:</b> This SLA covers specific targets and responsibilities relating to the fulfillment of Service Requests from CDCR staff and incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Scope of Services:</b> The SLA defines the expected response times, resolution times, escalation procedures, and other relevant metrics for handling and completing Service Requests not covered within other SLAs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Measurements:</b> Service levels shall be categorized by utilizing the following two (2) metrics:<br><br>1. <i>Request Acknowledgement:</i> All Service Requests shall be acknowledged within 24 hours (one (1) calendar day) as measured from the date/time stamp from when the request was received until the time the Contractor provides an initial response.<br><br>2. <i>Service Request Fulfillment:</i> All Service Requests shall be fulfilled within 240 hours (10 calendar days) as measured from the date/time stamp from when the request was received until the date/time stamp when the request is validated complete by the requestor, not including any appropriate Stop Clock Conditions per SOW Section 32.10. |
| <b>Objectives:</b> Service Level Objectives shall be calculated by each CDCR facility and reported monthly via the reporting portal utilizing the following objectives: <ul style="list-style-type: none"><li>• Request Acknowledgment: &gt;= 95%</li><li>• Service Request Fulfillment Duration: &gt;=95%</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Rights and Remedies</b> | <p><b>Rights of CDCR:</b></p> <ol style="list-style-type: none"><li>1. CDCR has the right to expect a high-quality service request process ensuring optimal performance and reliability for CDCR staff and incarcerated people.</li><li>2. CDCR has the right to define and modify service level response times for requests, ensuring prompt resolution in alignment with its needs and goals.</li><li>3. CDCR has the right to clear escalation procedures, ensuring timely resolution of request issues and efficient communication with the Contractor.</li><li>4. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.</li><li>5. CDCR has the right to collaborate with the Contractor in implementing service request processes which align with its security policies.</li><li>6. CDCR has the right to receive regular reports on service request activities to ensure transparency and accountability.</li><li>7. CDCR has the right to expect the Contractor to demonstrate and report on Service Request activity.</li></ol> <p><b>Rights of the Contractor:</b></p> <ol style="list-style-type: none"><li>1. The Contractor has the right to receive reasonable notice for any modifications to this SLA to allow for adequate planning and adjustments to resources and processes.</li><li>2. The Contractor has the right to dispute any remedies imposed for not meeting agreed-upon Service Request service level objectives.</li><li>3. The Contractor has the right to participate in service level reviews providing insights and suggestion for improvements.</li></ol> |
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|  | 4. The Contractor has the right to collaborate with CDCR in defining procedures for service requests considering practical and logistical considerations.                                                                                                 |
|  | <b>Remedies:</b><br><b>85%-94.99%:</b> 10% Credit to CDCR total monthly invoice(s) for each month Service Level Objectives are not met<br><b>&lt;85%:</b> 25% Credit to CDCR total monthly invoice(s) for each month Service Level Objectives are not met |

**33.6 SYSTEM AVAILABILITY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <b>SLA Name:</b> System Availability                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Definition:</b> The percentage of time that IC+ system is fully functional and available for use by Incarcerated people, and CDCR staff each calendar month. It ensures the availability and reliability of the overall IC+ system and its components.                                                                                                                                                                                                                                          |
| <b>Scope of Services:</b> This SLA covers the following services within the IC+ system:<br><br><ol style="list-style-type: none"><li>1. Voice and communication services</li><li>2. Print services</li><li>3. CDCR staff tools &amp; services</li><li>4. CDCR and third-party applications and content</li><li>5. Entertainment services</li><li>6. CDCR and third-party interfaces functionality</li><li>7. ADA features and functionality</li></ol>                                              |
| <b>Measurement Process:</b> The measurement process will consider the monthly uptime of any network infrastructure, server, operating system, or other software component of the IC+ system which impacts the performance and/or availability of any of the services listed in the <i>Scope of Services</i> section of this SLA. Failures shall be defined as an incident that adversely affects Incarcerated people, and/or CDCR staff, hindering the IC+ solution's utilization and performance. |

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This SLA encompasses four (4) distinct quantitative measures supporting monthly availability for the services listed under the Scope of Services section.

To factor the monthly availability metric, the Contractor shall first assess the availability of the service component against total available uptime for the month.

**Step 1: Calculate Impact**

Incident impact shall be calculated based upon the number of Incarcerated people impacted by the event. CDCR shall provide the Contractor with a monthly update of how many individuals are housed at each facility and housing unit to support system availability reporting.

*Formula with example:*

Impact shall be calculated to five (5) decimal places.

Impact % = Total Impacted Incarcerated People Population / Total Incarcerated People Population

Impact % = 2,546 [Impacted] / 85,000 [Total Population]

Impact % = .02996

**Step 2: Calculate Impact for Each Event**

|                    | A              | B                   | C                | D=B/C    | E=A*D            |
|--------------------|----------------|---------------------|------------------|----------|------------------|
| Event              | Event Duration | Impacted Population | Total Population | Impact % | Adjusted Minutes |
| 1                  | 230            | 2,500               | 85,000           | .02941   | 6.764            |
| 2                  | 59             | 3,200               | 85,000           | .03765   | 2.221            |
| 3                  | 78             | 42,000              | 85,000           | .49412   | 38.541           |
| <b>Grand Total</b> |                |                     |                  |          | <b>47.526</b>    |

E=Total Monthly Downtime [for service] = **47.526** minutes [adjusted]

**Step 3: Calculate Monthly Availability**

Availability = (Total Minutes in Month - Total Adjusted Minutes) / (Total Minutes In Month)



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| <p>Example based upon a calendar month which includes 30 days.</p> <p><math>(43,200 \text{ [total minutes in month]} - 47.526 \text{ [total adjusted minutes]}) / 43,200 \text{ [total minutes in month]}</math></p> <p>Availability = <math>43,152.474 / 43,200</math></p> <p>= 99.8910 %</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Implementation Date:</b> The Contractor shall have system availability SLA compliance reporting in place within 180 days of the contract award date.</p>                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Objective(s):</b> Total system availability <math>\geq 99.5\%</math></p>                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Rights and Remedies</b></p>                                                                                                                                                                                                                                                              | <p><b>Rights of the CDCR</b></p> <ol style="list-style-type: none"><li>1. CDCR has the right to expect a predefined level of system availability expressed as a percentage during agreed-upon hours and days.</li><li>2. CDCR has the right to clear guidelines regarding scheduled maintenance downtime with advance notice provided by the Contractor.</li><li>3. CDCR has the right to expect the Contractor to respond to and promptly address system issues and outages within agreed upon priority and severity guidelines.</li><li>4. CDCR has the right to a tiered system for issue escalation and notification with defined timeframes and contacts at each level.</li><li>5. CDCR has the right to define monitoring tools and reporting mechanisms to track system availability in an automated fashion with regular reporting provided by the Contractor.</li><li>6. CDCR has the right to expect the Contractor to meet specified KPIs related to system availability.</li></ol> |

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7. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.
8. CDCR has the right to expect the Contractor to implement security protocols to safeguard the system's availability and protect against unauthorized access and data breaches.
9. CDCR has the right to clearly outline processes and timeframes for being notified of any planned or unplanned system downtime by the Contractor.
10. CDCR has the right to regular reviews to assess the Contractor's performance against the SLA and discuss any necessary adjustments or improvements.
11. CDCR has the right to expect documentation from the Contractor regarding system availability strategy, monitoring configurations, incident logs, incident reports, ticketing entries, and performance analysis.
12. CDCR has the right to expect the Contractor to demonstrate and report on System Availability Metrics.

**Rights of the Contractor:**

1. The Contractor has the right to receive reasonable notice for any changes to the SLA, requests for monitoring adds, changes, or deletions, or out of cycle audit reports, allowing adequate time for adjustments and action.
2. The Contractor has the right to define specific maintenance windows, with approval from CDCR, for scheduled downtime to ensure flexibility in performing necessary system updates and maintenance.
3. The Contractor has the right to exclude pre-approved scheduled maintenance-related system downtime from monthly availability calculations, provided that the downtime is documented in a change management record in advance and stored within the change management system.

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|  | <div>4. The Contractor has the right to define an escalation and notification model conducive to addressing system issues or outages based on realistic assessments.</div> <div>5. The Contractor has the right to escalate issues to CDCR for guidance and support as required.</div> <div>6. The Contractor has the right to implement security measures to safeguard the IC+ solution, provided these measures meet CDCR's security policies.</div> <div>7. The Contractor has the right to participate in service level reviews providing insights and suggestion for improvements.</div> <div>8. The Contractor has the right to receive relevant documentation from CDCR to aid in monitoring and management of the IC+ solution.</div> <div>9. The Contractor has the right to dispute any remedies imposed for not meeting agreed-upon system availability service level targets.</div> |
|  | <div><b>Remedies:</b></div> <div>5% Credit to CDCR total monthly invoice(s) for each month that Contractor fails to meet the Monthly Objective.</div> <div>Any paid service not available to an Incarcerated person shall be refunded to the individual's account within Forty-Eight (48 hours) of resolution of the outage.</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

33.7 CATASTROPHIC OUTAGE

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| <b>SLA Name:</b> Catastrophic Outage |
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**Definition:** Failure of any part of the IC+ solution architecture components (network, system hardware, software, and/or interconnection of components) based on a common cause that result in a total failure of a service for **any** of the following:

- Five (5) or more CDCR facilities, OR
- The total loss of one (1) or more IC+ services on a system wide basis, OR
- 20% of the IC+ solution as measured by the number of impacted incarcerated people against the total incarcerated people across all CDCR facilities.

**Measurement Process:** The outage duration begins when the Contractor receives a network alarm from an outage-causing event or the opening of a trouble ticket by CDCR, an incarcerated person, or Contractor staff, whichever occurs first. The Contractor, upon receiving notice of an event, shall compile a list for each IC+ service and feature affected by a common cause for tracking and reporting of the SLA rights and remedies. Outage duration shall be measured on a per-IC+ service basis from information recorded by the network equipment/system or incarcerated people or CDCR staff reported trouble ticket. Each IC+ service is deemed out of service from the first notification until the Contractor determines the IC+ service is restored and CDCR verifies. Any IC+ service reported by the incarcerated people or CDCR staff -as not having been restored shall have the outage time adjusted to the actual restoration time.

**Scope of Services:** This SLA covers the following services within the IC+ System:

- Network services
- Voice and communication services
- Information services
- CDCR and third-party applications and content
- Entertainment services
- ADA features and functionality

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**Monitoring and Reporting Plan Development:** The Contractor shall provide CDCR a monitoring and report development that outlines how they will capture the necessary system telemetry for each included service and dependent infrastructure component to enable the automated creation of Catastrophic Outage SLA adherence reports within 120 days of the contract award date.

**Implementation Date:** The Contractor shall have catastrophic outage SLA compliance reporting in place within 180 days of the contract award date.

**Objective (s):**

The objective restoral time shall be:

| Services                                     | Monthly Objective |
|----------------------------------------------|-------------------|
| Network services                             | ≤2 hours          |
| Communication services                       | ≤2 hours          |
| Information services                         | ≤2 hours          |
| CDCR and third-party application and content | ≤ 2 hours         |
| Entertainment services                       | ≤2 hours          |
| ADA features and functionality               | ≤2 hours          |

**ROOT CAUSE ANALYSIS (RCA) REPORTING:** The Contractor shall produce an after-action RCA report for each incident deemed a catastrophic outage which details the systematic review of the identified problem, the causes leading up to and contributing to the catastrophic outage, as well as recommendations for actions to address the causes and prevent future incidents within 30 days of the restoration of the impacted IC+ solution components.

**Rights and Remedies**

**Rights of CDCR:**

1. CDCR has the right to expect a prompt response from the Contractor in the event of a catastrophic outage.
2. CDCR has the right to receive a detailed RCA report within 30 days of the event which details the steps taken for resolution, the timeline for recovery, the root cause of the

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|  | <p>event, and an improvement plan to prevent repeat occurrences.</p> <ol style="list-style-type: none"><li>CDCR has the right to expect regular status updates during the catastrophic outage.</li><li>CDCR has the right to participate in a conference bridge as part of the crisis management process.</li><li>CDCR has the right to modify or change the definition of a catastrophic outage at any time during the duration of the Contract.</li><li>CDCR has the right to expect the Contractor to demonstrate and report on catastrophic outages as part of the reporting and business intelligence suite.</li><li>CDCR has the right to know if the Contractor has any technical or staffing limitations that may impact the resolution process during catastrophic outages.</li><li>CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.</li></ol> <p><b>Rights of the Contractor:</b></p> <ol style="list-style-type: none"><li>The Contractor has the right to receive reasonable notice for any changes to the SLA, requests for monitoring adds, changes, or deletions, or out of cycle audit reports, allowing adequate time for adjustments and action.</li><li>The Contractor has the right to receive relevant information from CDCR on the definition and classification of catastrophic outages.</li><li>The Contractor has the right to receive programmatic access to data and information which is required for monitoring, management, or reporting on catastrophic outages.</li><li>The Contractor has the right to access appropriate CDCR staff to facilitate a quick and efficient resolution of the catastrophic outage.</li></ol> |
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|  | <p>5. The Contractor has the right to inform CDCR of any technical or staffing resources that may impact the resolution process during catastrophic outages.</p> <p>6. The Contractor has the right to expect CDCR staff to actively participate during crisis management activities including active bridge calls and system restoration events during catastrophic outages.</p> <p>7. The Contractor has the right to dispute a case and/or disagreement between CDCR and the Contractor regarding the handling of catastrophic outages.</p>                                                                                                                                                                                                                                                             |
|  | <p><b>Remedies:</b></p> <p>Unless first notified of the outage by CDCR, the Contractor must immediately notify the CDCR, within one hour if feasible, in no event more than two hours, with a report with details describing the time, nature, type of services, extent, and expected duration of the outage.</p> <p>The Contractor shall immediately implement corrective actions, including a crisis management bridge call, available to CDCR Executive Leadership, Operations Managers, and appropriate IT resources until the Catastrophic Outage has been sufficiently resolved as agreed upon by the CDCR Operations Manager.</p> <p>10% Credit to CDCR invoice for each Service where the restoral time fails to meet the Monthly Objective, 25% if the restoral time exceeds eight (8) hours.</p> |

**33.8 COMMUNICATION RECORDS AND RECORDING INFORMATION LOSS**

|                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SLA Name:</b> Communication Records and Call Information Loss</p>                                                                                                                                         |
| <p><b>Definition:</b> The loss or damage to communication records and files, including but not limited to call detail records, call recordings, messages, photos, videos, and all associated audit records.</p> |

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**Measurement Process:** Each occurrence of missing data shall be documented on a per-record basis within the respective trouble ticket unless the incident represents a mass event. In this case, a single trouble ticket which details applicable impacts are acceptable.

**Service(s):** Communication records and call information

**Objective (s):**

| Measure                                         | Monthly Objective |
|-------------------------------------------------|-------------------|
| Communication records and call information loss | 0%                |

**Rights and Remedies**

**Rights of CDCR:**

1. CDCR has the right to expect the Contractor to meet specified KPIs related to communication records and call records data loss.
2. CDCR has the right to expect that the Contractor will implement robust security measures to safeguard communication records and recordings against loss or damage.
3. CDCR has the right to request evidence of regular backups of communication records and files to prevent loss or damage and ensure data continuity.
4. CDCR has the right to expect prompt and effective data recovery efforts by the Contractor in the case a communication file is lost, damaged, or corrupted.
5. CDCR has the right to be promptly notified by the Contractor in case of any loss, damage, corruption, or other compromise to communication records and files.
6. CDCR has the right to access audit records associated with communication files and records to verify the integrity and



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security of data records and information and their backup status.

7. CDCR has the right to access regular reporting which details communication records and call information loss.
8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.

**Rights of the Contractor:**

1. The Contractor has the right to establish clear procedures for the handling, storage, backup, and restoration of communication records and files subject to CDCR's approval.
2. The Contractor has the right to document their liability limits in the event of loss or damage to call detail records, call recordings, messages, photos, videos, and all associated audit records for situations and events beyond their control.
3. The Contractor has the right to request an adequate recovery time to address completeness and recovery of communication records and recording information to ensure proper handling and security safeguards.
4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the handling of Communication Records and Recording Information Loss.

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**Remedies:**

The Contractor must notify the State/CDCR within Seventy-Two (72) hours with a report of the details of the loss.

The Contractor must immediately implement effective data recovery efforts to recover the information, prevent further loss, and any unauthorized disclosure of the information, and report back to the State/CDCR on its efforts within 30 days of the loss or damage.

Up to 100% Credit to CDCR invoices for any actual losses or expenses reasonably incurred by CDCR as a result of the loss or damage to communication records or call information.

**33.9 COMMUNICATION RECORDS AND RECORDING DATA RETENTION**

**SLA Name:** Communications Records and Recording Data Retention

**Definition:** The terms and commitments related to the retention of data supporting communication records including photos, messages, voice, and text-based messages.

**Measurement Process:**

The data retention duration will be measured from the original file creation date through the date when the system validation check runs. The original file creation date shall be retained through any archival process or movement of data across systems. Files tagged for indefinite retention shall be identified and included within any measurement processes.

**Audit Frequency:** The Contractor shall conduct monthly audits shall and report the results to CDCR to show validation of the data retention policy and to identify any anomalies.

**Scope of Services:** This SLA covers the following services within the IC+ solution:

- Text based messages
- Photos and images

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- Audio call recording files
- Video call recording files
- Voice and communication services not previously listed
- User data associated with CDCR and third-party applications
- Audit records relating to CDCR staff and incarcerated people

**Audit Plan Development:**

The Contractor shall provide CDCR a plan that outlines how the necessary system telemetry, audit, and reporting capabilities for each included data service supporting the requirements and policies contained within this SLA will be performed within 120 days of the contract award date.

**Implementation Date:** The Contractor shall have data retention SLA compliance auditing and reporting in place within 180 days of the contract award date.

**Objective (s):**

| Measure                                                      | Objective |
|--------------------------------------------------------------|-----------|
| Audio call recording data retention                          | 7 Years   |
| Video call recording data retention                          | 7 Years   |
| Text based messages data retention                           | 7 Years   |
| Photos and images data retention                             | 7 Years   |
| Voice and communication services not previously listed       | 7 Years   |
| User data associated with CDCR and third-party applications  | 7 Years   |
| Audit records relating to CDCR staff and incarcerated people | 7 Years   |

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| Aggregate Data Retention Compliance Anomaly Rate |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | < .05% |
| <b>Rights and Remedies</b>                       | <b>Rights of CDCR:</b> <ol style="list-style-type: none"><li>1. CDCR has the right to expect the Contractor to meet specified KPIs related to communication records including photos, messages, voice, and text-based messages.</li><li>2. CDCR has the right to expect the Contractor to maintain the integrity of communications records and call records throughout the duration of the Contract.</li><li>3. CDCR has the right to implement and enforce access controls to ensure only authorized personnel have access to communication records and recording data.</li><li>4. CDCR has the right to retain ownership of all communications records and data collected during the contract period.</li><li>5. CDCR has the right to request and review audit logs to ensure compliance with data retention policies and legal requirements.</li><li>6. CDCR has the right to expect the use of data encryption methods to safeguard stored communication records including photos, messages, voice, and text-based messages.</li><li>7. CDCR has the right to expect the Contractor will adhere to all relevant data retention laws and regulations issued by CDCR.</li><li>8. CDCR has the right to request the secure and timely deletion of data that is no longer required for legal or operational purposes after the data retention policy has expired.</li><li>9. CDCR has the right to obtain a copy of any communication record or recording data in a timely fashion.</li><li>10. CDCR has the right to access regular reporting which details communication records and call record data retention metrics.</li></ol> |        |

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|  | <p>11. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.</p> <p><b>Rights of the Contractor:</b></p> <ol style="list-style-type: none"><li>1. The Contractor has the right to implement and update security measures to protect stored communications and call records from unauthorized access or data breaches.</li><li>2. The Contractor has the right to expect CDCR to provide clear guidelines and assistance regarding data retention regulations and departmental compliance.</li><li>3. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the data retention practices.</li></ol> |
|  | <p><b>Remedies:</b></p> <p>Up to 100% Credit to CDCR invoices for any actual losses or expenses reasonably incurred by CDCR due to the Contractor's failure to retain data in compliance with the Objectives.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**33.10 DATA BACKUPS AND RECOVERY**

|                                                                                                                                                                                                                                                                                                                                                        |
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| <p><b>SLA Name:</b> Data Backups and Recovery</p>                                                                                                                                                                                                                                                                                                      |
| <p><b>Definition:</b> Data backups ensure that critical communications records are managed in a fashion to facilitate efficient recovery in case of data incidents such as file corruption or accidental deletion.</p>                                                                                                                                 |
| <p><b>Scope of Services:</b> This SLA covers the following services within the IC+ solution:</p> <ul style="list-style-type: none"><li>• Voice and communication services</li><li>• Information services</li><li>• User data associated with CDCR and third-party applications and content</li><li>• Audit records relating to user activity</li></ul> |
| <p><b>Backup Plan:</b> The Contractor shall provide CDCR a data backup plan within 30 days of contract award which demonstrates a comprehensive strategy encompassing backup frequency, retention policies, recovery time objectives,</p>                                                                                                              |

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security measures, monitoring processes, and communication protocols in case of significant data loss or backup failures.

This plan shall include processes for regular testing and compliance with applicable Federal and State regulations, as well as CDCR internal policies. The Contractor shall address and re-submit the plan within 15 business days of the request, if CDCR request it.

**Objectives:**

| Measure                       | Monthly Objective |
|-------------------------------|-------------------|
| Backup Success Rate (%)       | >= 99%            |
| Recovery Time Objective (RTO) | <= 12 Hours       |
| Backup Frequency              | Daily             |
| Avg. Backup Duration          | < 24 Hours        |

**Compliance Documentation:** The Contractor shall submit evidence which demonstrates data backup, storage, and management processes and procedures comply with all relevant data protection regulations including, but not limited to HIPAA, PII, and PCI compliance within 30 days of the contract award date. The Contractor shall perform regular audits on compliance requirements and submit documentation demonstrating evidence of continued compliance and any actions taken to address non-compliance because of the introduction of new laws and regulations and modifications to existing laws, regulations, or CDCR policy.

**Rights and Remedies**

**Rights of CDCR:**

1. CDCR has the right to expect the Contractor to meet specified KPIs related to data backups and recovery.
2. CDCR has the right to expect that the Contractor will implement robust security measures to safeguard data backups and recovery operations.
3. CDCR has the right to daily backups of all data files and services contained in the scope of this SLA.

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|  | <ol style="list-style-type: none"><li>CDCR has the right to retain ownership of all data backed up by the Contractor during the duration of the Contract.</li><li>CDCR has the right to expect that data backups shall be stored securely in a separate physical location to prevent catastrophic loss in case of on-site disasters.</li><li>CDCR has the right to timely and efficient data recovery services in the event of data loss, ensuring minimal disruption to CDCR operations.</li><li>CDCR has the right to expect the use of data encryption methods to safeguard stored communication records and recording data.</li><li>CDCR has the right to expect the Contractor will adhere to all relevant data retention laws and regulations issued by CDCR.</li><li>CDCR has the right to request periodic testing of data backups to ensure data integrity and the ability to restore data successfully.</li><li>CDCR has the right to access backup and recovery audit trails to ensure compliance with security and regulatory requirements.</li><li>CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.</li></ol> <p><b>Rights of the Contractor:</b></p> <ol style="list-style-type: none"><li>The Contractor has the right to expect CDCR to help remediate systemic issues outside of the control of the Contractor which prevent or delay regular successful backups or restoration functions.</li><li>The Contractor has the right to collaborate with CDCR in developing and maintaining a comprehensive disaster recovery plan to ensure a systematic approach to restoring normal CDCR business operations.</li><li>The Contractor has the right to expect CDCR to comply with all applicable security measures and protocols</li></ol> |
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|  | <p>necessary for the protection of backed up data and information.</p> <p>4. The Contractor has the right to implement data encryption methods for stored data to ensure an additional layer of security for data during both at-rest and transmission periods.</p> <p>5. The Contractor has the right to seek an audience with CDCR and participate in regular performance review meetings to discuss trends, improvements, regressions, and collaborative strategies for improving service reliability.</p> <p>6. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding data backup and restoration disputes.</p> |
|  | <p><b>Remedies:</b> In case of data loss, minimum 10% Credit to the total CDCR monthly invoice(s) as result of the failure of Contractor to meet the Monthly Objectives, and up to 100% Credit against such invoices for any actual losses or expenses reasonably incurred by CDCR due to such failure resulting from data loss.</p>                                                                                                                                                                                                                                                                                                                                    |

**33.11 IMPLEMENTATION TIMELINES**

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| <p><b>SLA Name:</b> Implementation Timelines</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Definition:</b> The term implementation refers to the process of fulfillment and support of services listed within the Contract as well as supportive functions listed within the Scope of Services section of this SLA.</p>                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Measurement Process:</b> The implementation phase will be mutually agreed upon between the Contractor and CDCR. This phase encompasses the successful deployment of the services outlined in the Contractor's implementation plan, aligning with commitment dates agreed to by CDCR. The implementation plan must outline distinct milestones for each significant functional and operational area.</p> <p>The Contractor shall submit a preliminary version of the implementation plan to CDCR within 30 days of the contract award. The Contractor shall address and</p> |



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resubmit an amended plan within 15 days if CDCR has requested revisions. The Contractor shall deliver a fully approved implementation plan covering the scope of services listed in this SLA no later than 45 days of contract award.

Once CDCR approves the final implementation plan, measurement of this SLA will be based upon meeting agreed upon milestones within each of functional and operational areas listed within this SLA.

**Scope of Services:** This SLA covers the following functional and operational areas within the Implementation Plan.

Functional Areas:

- Network services
- Compliance requirements
- Voice and communication services
- Information services
- CDCR and third-party applications and content
- ADA features and functions
- Lab, test, and emulator environments
- End point device delivery to Incarcerated people and CDCR staff
- Mandatory requirements fulfillment

Operational Areas:

- Financial management
- Account management
- Service Requests
- Incident management
- Event management
- Problem management
- Asset management
- Change management
- Configuration management

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| <ul style="list-style-type: none"><li>• Data management and security</li><li>• Knowledge management</li><li>• Systems maintenance</li><li>• Business intelligence and reporting</li><li>• Compliance and Regulatory Adherence</li></ul>                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Communications:</b> The Contractor shall provide weekly status updates relating to the progress made toward each milestone listed in the implementation plan, risks being tracked, and any issues which require intervention or assistance from CDCR.                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Issue Resolution:</b> The Contractor shall report any issues to the CDCR Operations Manager, within 24 hours, which could adversely impact the delivery of any milestone by the agreed upon date.                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Contingency Plans:</b> The Contractor shall send CDCR contingency plans for potential delays or disruptions to the approved implementation plan within five (5) business days of written notice of the impact. Any milestone date missed within the agreed to implementation plan will be subject to remediations in the absence of an approved contingency plan. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Objective (s):</b> The Contractor shall meet the agreed upon milestone date for each major deliverable listed within the CDCR approved implementation plan.                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Rights and Remedies</b>                                                                                                                                                                                                                                                                                                                                           | <b>Rights of CDCR:</b> <ol style="list-style-type: none"><li>1. CDCR has the right to review and approve the initial implementation plan submitted by the Contractor within a reasonable timeframe.</li><li>2. CDCR has the right to request revisions to the implementation plan, specifying areas of concern or adjustment required for alignment to CDCR's objectives.</li><li>3. CDCR has the right to monitor the progress of the implementation plan once enacted and request updates</li></ol> |

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|  | <p>or modifications as needed to ensure timely service deployment and alignment with CDCR's objectives.</p> <ol style="list-style-type: none"><li>CDCR has the right to verify the implementation plan and subsequent actions by the Contractor comply with contractual agreements, industry standards, and all relevant legal and regulatory matters.</li><li>CDCR has the right to expect the Contractor to adhere to agreed upon timelines while implementing functional and operational areas.</li><li>CDCR has the right to stipulate performance standards that the Contractor is expected to meet or exceed during the implementation phase of the Contract.</li><li>CDCR has the right to expect the Contractor to promptly address and resolve any issues that may arise during the implementation phase of the Contract.</li><li>CDCR has the right to receive weekly status reports from the Contractor detailing work covered for the reporting period, risks, issues, and help wanted items.</li><li>CDCR has the right to expect and demand adherence to quality assurance measures to ensure the implemented solution meets expected functionality and performance standards.</li><li>CDCR has the right to seek remediation for violations, or deviations from agreed upon timelines identified in the implementation plan(s).</li></ol> <p><b>Rights of the Contractor:</b></p> <ol style="list-style-type: none"><li>The Contractor has the right to engage in clear and transparent communication with CDCR regarding the content, progress, and any adjustments to the implementation plan.</li><li>The Contractor has the right to propose a realistic and achievable timeline for implementing the services listed within the Contract, ensuring milestones align with the</li></ol> |
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|  | <p>commitment dates agreed upon by both parties during the 30-day planning phase.</p> <p>3. The Contractor has the right to a fair and objective performance evaluation based on agreed upon criteria outlined in this SLA and the implementation plan.</p> <p>4. The Contractor has the right to expect cooperation from CDCR in mitigating risks which may impact the timeline or quality standards of the system.</p> <p>5. The Contractor has the right to implement a Change Control system to manage requests for change to the project scope or timelines ensuring changes are documented and agreed upon by both parties.</p> <p>6. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding implementation timelines and/or quality standards.</p> |
|  | <p><b>Remedies:</b></p> <p>\$1,000 Credit to CDCR invoices for per day for any major milestone if Contractor fails to meet the agreed milestone date.</p> <p>\$1,500 per day Credit if the Contractor fails to meet the milestone date by more than one (1) week.</p> <p>\$2,000 per day Credit if the Contractor fails to meet the milestone date by more than two (2) weeks.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |

**33.12 DATA BREACH**

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| <p><b>SLA Name:</b> Data Breach SLA</p>                                                                                                                                                                                |
| <p><b>Definition:</b> Data breach means an unauthorized access that may or may not result in the use, disclosure, destruction, modification, loss or theft of CDCR's unencrypted personal data or non-public data.</p> |
| <p><b>Measurement:</b> Per declared data breach.</p>                                                                                                                                                                   |

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|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective (s):</b> No data breach. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Rights and Remedies</b>            | <p><b>Rights of CDCR:</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall provide the CDCR Operations Manager written notification of any actual or suspected data breach (whether confirmed or suspected) or related security event immediately (no later than within one (1) hour of the actual or suspected security event).</li> <li>2. CDCR has the right to expect the Contractor to investigate any reported security event.</li> <li>3. The Contractor shall provide the CDCR Operations Manager a preliminary written report of the security event within three (3) working days and a full detailed written report within ten (10) working days of the event.</li> <li>4. CDCR has the right to expect the Contractor has complied with industry standards and guidelines, including those referenced in this Contract and relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v5 and Federal Information Processing Standard (FIPS) Publication 199, which protect and minimize risk to CDCR.</li> <li>5. CDCR has the right to expect the Contractor to have encrypted all data in accordance with SAM 5350.1 and SIMM 5305-A.</li> <li>6. CDCR has the right to expect the Contractor has complied with statewide policies and laws regarding the use and protection of information assets and data.</li> <li>7. CDCR has the right to expect the Contractor, as part of its maintenance and operations obligations, shall help coordinate, with CDCR and named third parties, the necessary security patches, updates, and upgrades that will enable CDCR to keep its virus protection software up-to-date on IC+ solution information assets (including software, code,</li> </ol> |

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|  | <p>servers/storage devices, as well as data in transit) on which data may be stored, processed, or transmitted.</p> <p>8. CDCR has the right to be notified by the Contractor immediately (no later than within one (1) hour of the actual or suspected security event) if a security incident involving the information asset occurs or is suspected.</p> <p>9. CDCR shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation.</p> <p>10. CDCR shall have the right to access security logs, latency statistics, and related security data that affects this Contract and CDCR's data, at no cost to CDCR.</p> <p><b>Rights of the Contractor:</b></p> <p>1. The Contractor has the right to access necessary resources, information, and personnel from CDCR to facilitate the successful mitigation of any security incident involving information or assets.</p> |
|  | <p><b>Remedies:</b></p> <p>A Data Breach may result in damages up to one hundred percent (100%) of the monetary Contract value as determined by CDCR and State authorities to have resulted from the breach.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**33.13 KEY STAFF REPLACEMENT**

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| <p><b>SLA Name:</b> Key Staff Replacement</p>                                                                                                                                                      |
| <p><b>Definition:</b> Key staff must be replaced within the timeframe and the process in accordance with Section 12, Key Staff Changes.</p>                                                        |
| <p><b>Objective (s):</b> Ensuring Key Staff availability.</p>                                                                                                                                      |
| <p><b>Measurement Process:</b></p> <p>The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the State requests the</p> |

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Contractor to replace Key Staff plus the number of days as defined in Section 12, Key Staff Changes.

Key Staff positions shall not be filled with State employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for a Contractor's Key Staff position.

**Measurement Period:** Daily, for each Key Staff position that has not been filled within the number of days required.

**Reporting:** The Contractor shall report delays to Key Staff fulfillment to the CDCR Operations Manager.

**Rights and Remedies**

**Rights of CDCR:**

1. CDCR has the right to expect prompt replacement of key staff members if a role is left empty due to resignation, termination, reorganization, or other reasons.
2. CDCR has the right to ensure that key staff replacements possess skills, qualifications, and experience in alignment with staffing requirements identified within the Contractor Staff section of the RFP.
3. CDCR has the right to approve or reject proposed replacements based on suitability, qualifications, and alignment with CDCR's operational needs and standards.
4. CDCR has the right to monitor the performance of key staff members and provide, or request adjustments as required to ensure expectations of the role are met.
5. CDCR has the right to seek remediation for delays or failures by the contractor to provide suitable replacements.
6. CDCR has the right to expect that all replacement staff members adhere to confidentiality, non-disclosure agreements, and security requirements.

**Rights of the Contractor:**

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|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ol style="list-style-type: none"><li>1. The Contractor has the right to propose suitable replacement candidates to the State for feedback and evaluation.</li><li>2. The Contractor has the right to provide input in the final selection for replacement staff to address any concerns regarding candidate selection.</li><li>3. The Contractor has the right to receive transparent and open feedback regarding replacement staff performance.</li></ol> |
|  | <p><b>Remedies:</b></p> <p>For each State business day over the number of days required to replace key staff, as defined in Section 12, Key Staff Changes, the State will assess liquidated damages in the amount of \$1,000 per business day until an approved Key Staff replacement starts.</p>                                                                                                                                                           |

**34 BUDGET DETAIL AND PAYMENT PROVISIONS**

This is a revenue generating concession contract. The Contractor payment is established through the revenue generating services and products that are authorized with this Contract. CDCR does not incur any cost nor is obligated to pay the Contractor for any products or services within this Contract agreement, except as specified in Section 34.3, Appropriation of State Funds for Communication Services. CDCR desires the rates to remain at or below existing rates.

**34.1 CONTRACT ADMINISTRATIVE FEE**

For the base term of the Contract (years 1 through 6), an annual Contract Administrative Fee of \$250,000 will be payable by the Contractor, in monthly increments of \$20,833.33, due on the last day of each month in arrears via wire transfer to cover the State contract management responsibilities and services. The State will provide the Contractor the name and account information for the purpose of receiving these funds. If the State exercises the optional years (years 7, 8, 9, and 10) of this Contract, per Section 3, TERM OF CONTRACT, an annual Contract Administrative Fee of \$300,000.00 will be payable by the Contractor, in monthly increments of \$25,000.00, due on the last day of each month in arrears via wire transfer to cover the State contract management responsibilities and services.

~~After completion of the transition in phase and for the remaining term of the Contract, a monthly contract administrative fee will be payable by the Contractor. The monthly Contract administrative fee is 0.75% of the total Contract value divided by the Contract~~



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~~months. The Contractor will pay in monthly increments, due on the last day of each month in arrears, via wire transfer. The State will provide the Contractor with the name and account information for the purpose of receiving these funds.~~

~~At the end of each State Fiscal Year, the Contractor will provide a summary of the actual state expenditures, the contract administrative fees paid and the actual contract administrative fees that should have been paid based on the actual expenditures. The credit or debit will be on the invoice after the State and Contractor mutually agree to the true-up amount.~~

~~Contract optional years may be subject to a monthly contract administrative fee increase or decrease. The increase shall not exceed one percent (1.0%).~~

Payments that are late by more than 30 calendar days without prior approval of the State representative will be subject to a financial penalty of one and one-half percent (1.5%) of the administration fee payment balance due per month.

#### **34.2 NONREIMBURSEMENT OF ADDITIONAL COSTS**

CDCR will not pay the Contractor any lump sum or other start-up expenses for services, nor for any expenses incurred in the preparation of a bid, even though the Contractor shall be obligated to begin some aspects of performance immediately after contract award and before transition-in/cutover, including preparation, implementation, coordination, and reporting necessary to ensure that full IC+ solution is ready by the required transition-in cutover date. CDCR will not pay the Contractor any lump sum or other expenses for close-down or termination costs at the time the Contractor ceases to provide service under the Contract.

#### **34.3 APPROPRIATION OF STATE FUNDS FOR COMMUNICATION SERVICES**

Throughout the term of this Contract, the State of California may appropriate State funds to CDCR to provide specific communication services listed in the Cost Workbook for incarcerated people at no cost to the incarcerated people. In addition, for these specific communications services, the Contractor will not charge the party being called or messaged. Such appropriation of State funds shall be at the sole discretion of the State of California. The Contractor will provide such communication services and CDCR will reimburse the Contractor in accordance with rates as listed in the Cost Worksheets, Exhibit 24.

Prior to the Contractor commencing services for incarcerated people, the State shall issue the Contractor a valid fully funded purchase order for the dollar amount per the aforesaid budget appropriation and implementation and allocation details for budgeted appropriation. See Section 34.5, *Budget Contingency Clause* for details. The

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Contractor shall invoice CDCR for services at the rates listed in the *Cost Workbook*. CDCR agrees to pay any applicable taxes and fees including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, incurred by the Contractor in connection with such programs.

The Contractor may discontinue such services on a date as mutually agreed by the Contractor and CDCR to assure that such services the Contractor shall be reimbursed for does not exceed that amount allocated to be paid to the Contractor as stated on the purchase order. Implementation and allocation of calling minutes shall be implemented as indicated in the process below and is based on current systems and available configurations. This process takes into account the existing contract-provided free calling minutes.

1. Calling:

- a. In accordance with Senate Bill 1008 (Chapter 827, Statutes of 2022) through the end of the Contract, unless otherwise agreed in writing between both parties:

- (1) Incarcerated people and called parties will receive unlimited no cost calling.

- (2) The Contractor shall configure the system to allow no cost calling.

2. Invoicing and Reporting:

- a. The Contractor shall invoice CDCR for only CDCR paid calling minutes, following the process indicated in *Section 34.4, Invoice and Payment* below.
- b. For State-funded calling, all voice calls will be free to incarcerated people and called parties and billed to CDCR.
- c. The Contractor will pull call detail records for all calling and perform following actions to generate a valid invoice every two-weeks and provide supporting report: Sum of all minutes used by all incarcerated people during the invoiced term.

#### **34.4 INVOICE AND PAYMENT**

CDCR, after receipt and approval of the Contractor's invoices, agrees to pay the Contractor for services satisfactorily rendered and in accordance with Section 34.3, Appropriation of State Funds for Communication Services. Each year is dependent on approved funding. Upon approved funding, purchase orders will be executed as appropriate.

Invoices shall include the agreement number and shall be submitted in triplicate. No more frequently than monthly in arrears, the Contractor shall mail invoices to:

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California Department of Corrections and Rehabilitation  
Headquarters Accounting Services Section  
Attention: Contracts Accounts Payable  
P.O. Box 187018, Sacramento, CA 95818-7018

Invoices shall be on the Contractor's letterhead, include the Contractor's name, the CDCR agreement number, detailed reporting as specified in Section 34.3, item 2, Invoicing and Reporting, and the invoice total.

Concurrently, an electronic copy of the invoice shall be submitted to:

[APAContractsInvoice@cdcr.ca.gov](mailto:APAContractsInvoice@cdcr.ca.gov) and CDCR Operations Manager.

### **34.5 BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the California State Budget Act for the current fiscal year or any subsequent fiscal years covered under this Contract does not appropriate sufficient funds, the Contractor shall discontinue this program and the remainder of this Contract shall remain in full force and effect. In this event, CDCR shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under CDCR paid communications program, and the Contractor shall not be obligated to perform any provisions nor obligations for CDCR's communications program.

If funding for the purposes of this State paid communications program is reduced or deleted for any fiscal year by the California State Budget Act, CDCR shall notify the Contractor immediately and shall have the option to adjust the amount within the purchase order issued to the Contractor to reflect the reduced amount. However, CDCR may not adjust the amount of the issued purchase order below that amount to cover all costs incurred by CDCR's paid communications prior to notification to the Contractor and for the fiscal year the purchase order was issued.

1. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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#### **34.6 PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

#### **34.7 SUBCONTRACTORS**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

#### **34.8 BILLING AND SERVICES RENDERED**

CDCR Contract and Operations Managers will be responsible for approving payment based on CDCR receipt and approval of invoices. If the invoice is not approved, the Contractor will be notified in writing of any discrepancies within fifteen (15) calendar days of receipt of said invoice from Contractor. Contractor will take all appropriate actions to provide CDCR with a corrected invoice within seven (7) calendar days of receipt of such written notice of discrepancies.

The Contractor may not invoice CDCR for any costs exceeding the maximum amount as identified in each CDCR issued purchase order and shall not charge a per unit cost greater than those stated in the *Cost Workbooks*. Any excess shall be at no cost to CDCR.

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### 35 GLOSSARY OF TERMS

For the purpose of IC+ RFP C5611826 and the resulting Contract, the following words and phrases shall have the indicated meanings.

1. ADA – Americans with Disabilities Act.
- ~~2.~~ American Sign Language Video Calling Services (ASL-VCS) – Video calls from a hearing impaired individual to a hearing impaired called person.
- ~~3.~~ 2. Alert Group – multiple called party telephone numbers associated to an incarcerated people.
- ~~4.~~ 3. Alert Numbers – Called party telephone numbers that are flagged by an authorized CDCR staff.
- ~~5.~~ 4. Application Programming Interface (API) – An API is a set of rules or protocols that enables software applications to communicate with each other to exchange data, features and functionality.
- ~~6.~~ 5. Authorized CDCR Staff – CDCR staff who have been identified by the CDCR Operations Manager to have the ability to have access to the IC+ data and reports.
- ~~7.~~ 6. Average Speed of Answer (ASA) – The time from which a call is presented to the customer service system until it is answered by a live operator.
- ~~8.~~ 7. Barge-in – ability for an authorized CDCR staff to interrupt an IC+ call.
- ~~9.~~ 8. Branding – defined as the first recorded message played or shown to the called party when they answer the call.
- ~~10.~~ 9. Call – refers to telephone call and video call.
- ~~11.~~ 10. Call Control Features – variable call parameters such as calling schedule, time of day, date, or correction facility.
- ~~12.~~ 11. Call Detail Record (CDR) – data record produced by the IC+ that documents the details of the telephone, video phone, and VRS, ~~and the ASL-VCS.~~
- ~~13.~~ 12. Call Detection – means of detecting unusual or suspicious activities on an IC+ call.
- ~~14.~~ 13. Call Duration – the total number of minutes an individual may converse with the called party on an IC+ call.

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- ~~15.~~14. Call Forwarding – IC+ calls forwarded by a called party to a third party.
- ~~16.~~15. Called Party – recipient of a call from an incarcerated person.
- 16. CCHCS – California Correctional Health Care Services. Provides care that includes medical, dental and mental health services, to California's incarcerated people population.
- 17. CCTRP - Custody to Community Transitional Reentry Program.
- 18. CDCR – California Department of Corrections and Rehabilitation. Primary consumer for IC+ Solution.
- 19. CDCR Operations Manager – the representative identified by CDCR that the Contractor shall work with for the Implementation and Maintenance and Operations of the IC+ Solution for the duration of the Contract.
- 20. CDT – California Department of Technology. IC+ Contract Administrator.
- 21. Censored – communication or content that is not released to incarcerated people or their friends or family.
- 22. Classrooms – rooms for delivering educational programming to the incarcerated people.
- 23. Contractor – the primary IC+ Contractor under contract with the State who has full responsibility for completing and managing the IC+ Contract.
- 24. Correctional Environment - a physical facility in which incarcerated people must be under custody and control of a correctional officer in accordance with recognized correctional standards.
- 25. CTS – Communications and Technology Solution
- 26. Data - information and content including but not limited to those specific to call recordings, call detail records, e-messages, ~~e-letters~~, photographs, e-cards, video messages, and investigative tools.
- 27. Data Breach - any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- 28. Dayroom – a common room in the housing unit where the incarcerated people spend their free time.
- 29. Device ID – The unique identifier on all IC+ assets.

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30. Dorms – dormitory type living units for housing minimum security incarcerated people.
31. E-Book – A book publication made available in electronic form, readable on the IC+ devices.
32. E-Cards – pre-approved digital greeting cards.
- ~~33. E Letter – refers to an electronic letter, which is a written message sent via email service.~~
- ~~33. E-message – an inbound message similar to an email instant message from between a family or friend to and an incarcerated person.~~
- ~~34. Endpoint Devices - as defined by the SLA report will include any hardware that directly interacts with the end user. This includes tablets, laptops, wall-mounted phones, CapTel devices, and any other device which staff or an incarcerated individual would interface directly with.~~
- ~~34.35.~~ Flag Communications – identify or mark an IC+ inbound and outbound communication for unusual or suspicious activity.
- ~~35.36.~~ Games – Any approved digital game that could be played on IC+ devices.
- ~~36.37.~~ Hearing Carry Over (HCO) – designed for people who can hear but have difficulty speaking clearly. It allows the hearing-impaired person to listen to the other person speak and type their response to the relay operator on a text telephone (TTY).
- ~~37.38.~~ Hotline Call – calls originating from an incarcerated person to a designated hot line (i.e. PREA, other State Agencies).
- ~~38.39.~~ Housing Unit – facility with cells used to house incarcerated people.
- ~~39.40.~~ IC+ Management Application – web-based application used for administrative management of IC+ features.
- ~~40.41.~~ Inbound Call – calls originating from the public to an incarcerated person. Inbound Calls are prohibited and shall not be processed by the IC+.
- ~~41.42.~~ Incarcerated people – Adult and Youth in the care of the CDCR.
- ~~42.43.~~ InterLata – Long Distance Toll includes all calls outside the local exchange and local toll service areas, calls that originate in one LATA and terminate in another and international calls.
- ~~43.44.~~ International – calls between two countries.

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~~44.~~45. Internet Radio – A digital audio service that uses the internet to transmit and deliver content rather than traditional radio that uses broadcast signals like AM or M frequencies.

~~45.~~46. Interstate – calls between two states.

~~46.~~47. IntraLata – Local Toll Service or Local Long Distance provides calling within a geographic area known as a Local Access and Transport Area (LATA). Per-minute toll charges usually apply to these calls.

~~47.~~48. Intrastate – calls within the same state.

~~48.~~49. IVR – Interactive Voice Response that allows a computer to interact with humans through the use of voice and DTMF keypad inputs.

~~49.~~50. Kiosk – stationary IC+ hardware either permanently installed on the wall or floor utilized by the individuals to consume IC+ services.

~~50.~~51. LATA – Local Access and Transport Area, a geographical and administrative area that is the responsibility of a LEC.

~~51.~~52. LEC – Local Exchange Carrier or service

~~52.~~53. Live Monitoring – real-time listening or viewing of the telephone or video communication.

~~54.~~ Local – provider provides calling within local exchange. An exchange is a specified area usually encompassing a city, or town and its environs.

~~53.~~55. LOS - refers to Line of Sight. LOS is live-monitoring equipment for telephone calls.

~~54.~~56. Multi-Factor Authentication – an extra layer of security that requires not only a password and username but also something that the user has on them.

~~57.~~ Non-Confidential – communication or activity shall be recorded and monitored by authorized CDCR staff.

~~55.~~58. Outage - A complete loss of service where the system or application is entirely unavailable to users.

~~56.~~59. Outbound Call – generic term for telephone, video, or VRS, ~~or ASL~~ ~~VCS~~ calls originating from an incarcerated person.

~~57.~~60. Overlay Message – message that is played or displayed randomly throughout the telephone or video communication.

~~58.~~61. PINs – Personal Identification Numbers



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~~62.~~ Photograph – any image incarcerated people can receive on their IC+ devices both separately or attached to an incoming e-message.

~~59.~~~~63.~~ PREA – Prison Rape Elimination Act

~~60.~~~~64.~~ Private Web Portal – web-based application or website for the authorized State staff.

~~61.~~~~65.~~ Public Web Portal – web-based application or website for the public.

~~62.~~~~66.~~ Rehabilitative – process of providing access to educational or support opportunities to incarcerated people to prepare for re-entry into society.

~~67.~~ Security Incident - An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

~~63.~~~~68.~~ Service Degradation - A situation where the service is still operational but performing below reasonable expectations. This could surface as significantly slow response times, reduced functionality, or intermittent availability. During a Service Degradation an Incarcerated Person will be able to access the service, but their experience is negatively impacted.

~~64.~~~~69.~~ Service Level Agreement (SLA) – agreement between the Contractor and the State that documents the performance standards the Contractor is obligated to meet.

~~65.~~~~70.~~ Service Request - Any request for different types of services by CDCR staff, incarcerated people, friends & family, and others relating to IC+ components not directly tied to potential system issues or outages.

~~66.~~~~71.~~ SLARR – shall mean the total of the Service Level Agreement Rights and Remedies for IC+ SLA violations for any given period.

~~67.~~~~72.~~ SLI – Sign Language Interpreter. VRS user with a Telecommunications Relay Service (TRS) operator, called a Sign Language Interpreter (SLI), so that the VRS user and the SLI can see and communicate with each other in signed conversation.

~~68.~~~~73.~~ Span of Control – IC+ devices within the control of an authorized CDCR staff.

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- ~~69~~.~~74~~.        Subcontractor – a third-party entity that provides services on behalf of the Contractor.
- ~~70~~.~~75~~.        Subscription – A business model in which an incarcerated person must pay a recurring price at regular intervals for access to a product or service made available through the IC+ devices.
- ~~71~~.~~76~~.        Suspicious Dialing – suspicious number sequence or dialing patterns.
- ~~72~~.~~77~~.        Tamper-resistant – prevent intentional malfunction or sabotage of call detail records or call recordings.
- ~~73~~.~~78~~.        Telephone call – a call made using a telecommunication or voice over internet protocol service.
- ~~74~~.~~79~~.        Termination Message – message to notify the incarcerated people and the called party the call will end due to expiration of time.
- ~~75~~.~~80~~.        Three-Way Calling – Calling that involves connecting three (3) distinct parties.
- ~~76~~.~~81~~.        Trouble Ticket - Any issues reported by CDCR staff, incarcerated people, friends & family, or Contractor staff that is directly tied to system issues or outages. This includes failure of any components of the IC+ solution (hardware, software, and interconnection of components) that impacts the availability of the IC+ solution and services.
- ~~77~~.~~82~~.        User Guide – a user-friendly instruction that describes the primary features, functionality, and commands of the IC+.
- ~~78~~.~~83~~.        User Privilege – administrative privileges assigned individually to users and/or groups.
- ~~79~~.~~84~~.        Video Call – simultaneous real-time audio and video communication between incarcerated people and their friends or family.
- ~~80~~.~~85~~.        Video Message – brief recorded video from a family or friend to an incarcerated people.
- ~~81~~.~~86~~.        Video Phone – a telephone device with a video display, with features enabled to host simultaneous real-time audio and video communication.
- ~~82~~.~~87~~.        Video Relay Service (VRS) – a form of Telecommunications Relay Service that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment.

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~~83~~88. Visiting Areas – common area used for friends and family visiting with the incarcerated people.

~~84~~89. Visually Impaired – an individual who may be blind or have diminished vision.

~~85~~90. Voice Carry Over – allows hearing impaired user communicate with the called party in their own voice.

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## **APPENDIX B CDCR SPECIAL PROVISIONS**

### **A. ACCOUNTING PRINCIPLES**

The Contractor shall adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

### **B. SUBCONTRACTOR/CONSULTANT INFORMATION**

The Contractor is required to identify all subcontractors and consultants who shall perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Enterprise Information Services IT Acquisitions Unit, in writing and within ten (10) working days, of any changes to the subcontractor and/or consultant information.

### **C. EMPLOYMENT OF EX-OFFENDERS**

1. The Contractor cannot and shall not either directly, or on a subcontract basis, employ in connection with this Agreement:
  - a. Ex-Offenders on active parole or probation;
  - b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
  - c. Any ex-felon in a position which provides direct supervision of parolees.
2. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
  - a. The Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
  - b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

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#### **D. LICENSES AND PERMITS**

1. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at the Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
2. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

#### **E. CONFLICT OF INTEREST**

1. If this is a Consulting Agreement, the Contractor and its employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.
2. Contractors and Their Employees
  - a. Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:
    - i. The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;

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- ii. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
  - iii. The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.
3. Current State Employees
- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - b. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
  - c. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
    - i. Using an official position for private gain;
    - ii. Giving preferential treatment to any particular person;
    - iii. Losing independence or impartiality;
    - iv. Making a decision outside of official channels; and
    - v. Affecting adversely the confidence of the public or local officials in the integrity of the program.
    - vi. Officers and employees of the Department shall not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.
4. Former State Employees
- a. For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations,

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transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

- b. For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to his or her leaving state service.
5. In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.
6. The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

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7. The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.
8. If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.
9. Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

#### **F. DISCLOSURE**

Neither the State nor any State employee shall be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility shall be shared by the Contractor in disclosing such statement(s) to the State.

#### **G. SECURITY CLEARANCE/FINGERPRINTING**

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

#### **H. NOTIFICATION OF PERSONNEL CHANGES**

Contractor shall notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor shall recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.



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#### **I. CONTRACTOR EMPLOYEE MISCONDUCT**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to:

1. Investigative reports
2. Access to inmates/parolees and the associated staff
3. Access to employee personnel records
4. Information that is reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures.
5. Written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation.
6. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

#### **J. NON-ELIGIBLE ALIEN CERTIFICATION**

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

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**K. WORKERS' COMPENSATION**

1. Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.
2. Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.
3. Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

**L. ADDITIONAL INSURANCE REQUIREMENTS**

1. Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise

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or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

2. Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California. The insurance requirements listed herein are to be adhered to by both corporations, and sole proprietors.
3. For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:
  1. Commercial General Liability
    - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

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- i. CDCR, State of California, its officers, agents and employees are included as additional insureds, but only with respect to work performed under this contract.
- ii. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- b. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.
- c. The certificate of insurance must include the following provisions:
  - iii. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:
    - State of California
    - California Department of Corrections and Rehabilitation
    - Enterprise Information Services
    - 1960 Birkmont Drive, Rancho Cordova, CA 95742
    - The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.
2. Auto Liability
  - a. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
  - b. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
  - c. By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code

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Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

3. Professional Liability

- a. Contractor shall maintain professional liability with a limit not less than \$1,000,000 for each claim covering damages caused by a negligent error, act or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract is executed or before beginning of Contract work.

4. Employee Dishonesty

- b. Employee Dishonesty – Contractor shall maintain crime insurance with a limit of no less than \$1,000,000 covering employee dishonesty; forgery and alteration; and theft, disappearance and alteration; and theft, disappearance and destruction. The policy is to name the State as loss payee. The loss payable endorsement is to be provided with the certificate.

**M. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTION**

1. This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following codes: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5; and Military and Veterans Code (MVC) Sections 999, 999.6, 999.9.
2. In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

**N. JOINT MEDIA ACTIVITIES**

1. Upon successful implementation, the State may agree to conduct joint media activities, including, but not limited to, White Papers and Case Studies.

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**O. BLOOD BORNE PATHOGENS**

1. Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**P. TUBERCULOSIS (TB) TESTING**

1. In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested for medically evaluated by a licensed healthcare provider for TB in an infections or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.
2. Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

**Q. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES AND DIVISION OF JUVENILE JUSTICE WARDS**

1. Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.
2. By signing this Agreement, the Contractor agrees that if the provisions of the Agreement require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall

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be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

*SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415; California Welfare and Institutions Code (WIC) Section 1712*

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors and employees shall be made aware of this.

*SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 Title 9, Section 30936; WIC Section 1712*

- c. All persons entering on to institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

3. *SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288; Title 9, Section 30275 and 30958; WIC Section 1712*

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

4. *SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and Title 9, Section 30275; WIC Section 1712*

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or Officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

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*SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7*

- f. Encouraging and/or assisting prison inmates or wards to escape are crimes. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

*SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; CCR, Title 9, Sections 30976 and 30945; WIC Sections 1001.5 and 1152*

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

*SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and Title 9, Section 31609; WIC Section 1712*

- h. In an emergency situation the visiting program and other program activities may be suspended.

*SOURCE: PC Section 2601; CCR, Title 15, Section 3383, and Title 9, Sections 30935 and 30275.*

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

*SOURCE: CCR, Title 15, Section 3174 (b) (1) and Title 9, Section 30275.*

- j. Interviews with specific inmates are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward, if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

*SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a)(2) (Y), 3177 and Title 9, Section 31100(a)(1).*



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#### **R. CLOTHING RESTRICTIONS**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

#### **S. TOBACCO-FREE ENVIRONMENT**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

#### **T. PRISON RAPE ELIMINATION POLICY**

1. CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.
2. As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual (DOM), Chapter 5, Article 44.

#### **U. GATE CLEARANCE**

1. Contractor and Contractor's employee(s) and/or subcontractors(s) shall be cleared prior to providing services. The Contractor shall be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance shall include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications

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System (CLETS) check. The check shall include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

2. Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.
3. All persons entering the facilities shall have a valid state driver's license or photo identification card on their person.

#### **V. SECURITY REGULATIONS**

1. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
2. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor shall furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
4. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

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6. Electronic and communicative devices such as pagers, cell phones and cameras/micro-cameras are not permitted on institution grounds.
7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
8. No picketing is allowed on State property.

**EXHIBIT 20: BUSINESS REQUIREMENTS Instructions**

This workbook must be completed by the Bidder and submitted as part of their Final Proposal.

The following worksheets are included in the EXHIBIT 20: BUSINESS REQUIREMENTS:

ADA Worksheet

Communication Worksheet

CDCR Staff Tools & Services Worksheet

IP Restitution Worksheet

IP Information Services Worksheet

IP Services Worksheet

IP Entertainment Worksheet

The requirements are presented in the following manner.

**Category**

The high level organization of the Requirements.

**Req #**

The unique ID number associated with each Requirement.

**Function**

The functional goal category for the Requirements.

**Requirement Description**

The description of the actual Requirement.

**Type**

The requirement type, as follows:

**M** - Mandatory; all responsive proposals must meet these requirements.

**MS** - Mandatory Scored; all responsive proposals must meet these requirements. Score is based upon the ability of the Bidder to describe solution functionality identified in the requirement, method to achieve the requirement, and other factors/features.

**DS** - Desirable Scored; requirement is not mandatory to meet. If it is included, score is based upon the ability of the Bidder to describe solution functionality identified in the requirement, method to achieve the requirement, and other factors/features.

**Maximum Points**

The maximum points assigned to the requirement (if MS or DS) or pass/fail if the requirement is M.

**Bidder's Response**

The Bidder must complete all yellow highlighted cells.

**Bidder Agrees to Meet Requirement (Yes/No)**

Bidder shall select either “Yes” or “No” in this column. Note: any proposal which does not include a "Yes" after every Mandatory or Mandatory Scored requirement will be considered non-responsive and disqualified from contract award.

**Describe the Proposed Solution to Meet or Exceed Requirement.**

Bidders must provide a description of the proposed solution to meet or exceed the requirement. A description must be provided for (MS) Mandatory Scored type requirements. Requirement type specified as (DS) Desirable Scored are optional; however, no points will be awarded if this column is left blank. References to Marketing Materials or Literature are NOT acceptable.

| ADA-010 ADA Telephone Requirements                      |                         |                                                                   |                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
|---------------------------------------------------------|-------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|------------------|
| ADA-011                                                 | Physical                | Accessibility                                                     | The Contractor shall be in compliance with all current ADA Standards for Accessible Design, and will address at a minimum the following standards:                                                                                                                                                                                                            | M  | Pass/Fail | Please Select... |
|                                                         |                         |                                                                   | • Approach space                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Toe Clearance                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
|                                                         |                         |                                                                   | • Knee Clearance                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Reach Ranges                                                                                                                                                                                                                                                                                                                                                |    |           |                  |
|                                                         |                         |                                                                   | • Operable Parts                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Multiple Wheelchair Access/Use Limits                                                                                                                                                                                                                                                                                                                       |    |           |                  |
|                                                         |                         |                                                                   | • Accessible Routes                                                                                                                                                                                                                                                                                                                                           |    |           |                  |
|                                                         |                         |                                                                   | • Assistive Listening System (Hands free)                                                                                                                                                                                                                                                                                                                     |    |           |                  |
|                                                         |                         |                                                                   |                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
| ADA-100 ADA Solution Hardware and Software Requirements |                         |                                                                   |                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
| ADA-110                                                 | Physical                | Accessibility                                                     | The Contractor shall be in compliance with all current ADA Standards for Accessible Design to address at a minimum the following standards:                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |
|                                                         |                         |                                                                   | • Approach space                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Toe Clearance                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
|                                                         |                         |                                                                   | • Knee Clearance                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Reach Ranges                                                                                                                                                                                                                                                                                                                                                |    |           |                  |
|                                                         |                         |                                                                   | • Operable Parts                                                                                                                                                                                                                                                                                                                                              |    |           |                  |
|                                                         |                         |                                                                   | • Multiple Wheelchair Access/Use Limits                                                                                                                                                                                                                                                                                                                       |    |           |                  |
|                                                         |                         |                                                                   | • Accessible Routes                                                                                                                                                                                                                                                                                                                                           |    |           |                  |
|                                                         |                         |                                                                   |                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
|                                                         |                         |                                                                   |                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |
| ADA-120                                                 | Physical                | Accessibility                                                     | The Contractor shall be in compliance with all current ADA Standards for Accessible Design to address at a minimum the following standards:                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |
|                                                         |                         |                                                                   | • Protrusion Limits                                                                                                                                                                                                                                                                                                                                           |    |           |                  |
|                                                         |                         |                                                                   | • Accessibility Routes                                                                                                                                                                                                                                                                                                                                        |    |           |                  |
| ADA-121                                                 | Vision Impairment       | Magnification                                                     | The IC+ solution shall include a hardware device which is capable of magnifying and/or enlarging on-screen content for better visibility.                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |
| ADA-122                                                 | Vision Impairment       | Large Text                                                        | The IC+ solution shall provide a hardware device which is capable of configuring the default text size to a font size which is large enough to assist vision impaired individuals.                                                                                                                                                                            | M  | Pass/Fail | Please Select... |
| ADA-123                                                 | Vision Impairment       | Color Inversion                                                   | The IC+ solution shall provide a hardware device which is capable of color inversion and/or color filters to enhance visibility. A common example of this is the use of "dark mode".                                                                                                                                                                          | M  | Pass/Fail | Please Select... |
| ADA-124                                                 | Vision Impairment       | High Contrast Text                                                | The IC+ solution shall provide a hardware device which is capable of enhancing text visibility by adjusting contrast to support conditions such as color blindness.                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |
| ADA-125                                                 | Vision Impairment       | Screen Reader/Text-To-Speech                                      | The IC+ solution shall provide a hardware device which is capable of reading text aloud on-screen through text-to-speech capabilities. <del>Speech-to-Text-to-speech</del> features must be capable of all formats present within the IC+ system including, but not limited to training and knowledge modules, email, messaging, legal forms, and .odf files. | M  | Pass/Fail | Please Select... |
| ADA-126                                                 | Vision Impaired         | Voice Commands                                                    | The IC+ solution shall provide the capability of allowing users to control the device using voice commands.                                                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |
| ADA-127                                                 | Hearing Impaired        | Live Captions                                                     | The IC+ solution shall provide a hardware device which is equipped with Live Captioning functionality, enabling real-time transcription of audio content for accessibility purposes.                                                                                                                                                                          | M  | Pass/Fail | Please Select... |
| ADA-128                                                 | Vision Impaired         | Dictation/Speech-to-Text                                          | The IC+ solution shall provide a hardware device which is capable of converting spoken words into text to assist populating documents, forms, and input boxes.                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |
| ADA-129                                                 | Vision Impaired         | Auxiliary <del>Keyboard Device</del>                              | <del>At CDCR's request, the IC+ solution Contractor shall provide a hardware device capable of supporting blind/low vision tools such as keyboards designed with optional enlarged lettering, braille support, or raised letters and symbols.</del>                                                                                                           | M  |           | Please Select... |
| ADA-130                                                 | Vision Impaired         | Brightness Adjustments                                            | The IC+ solution shall provide a hardware device which is capable of changing the brightness of the screen to meet various lighting conditions, ensuring optimal visibility and user experience.                                                                                                                                                              | M  | Pass/Fail | Please Select... |
| ADA-131                                                 | Hearing Impaired        | Closed Captions                                                   | The IC+ solution shall provide a hardware device which is capable of displaying text for spoken words in video including but not limited to movies and entertainment, learning modules, and video announcements.                                                                                                                                              | M  | Pass/Fail | Please Select... |
| ADA-132                                                 | Hearing Impaired        | Subtitle Support                                                  | The IC+ solution shall provide a hardware device which is capable of providing video subtitle support, at minimum, for both English and Spanish.                                                                                                                                                                                                              | M  | Pass/Fail | Please Select... |
| ADA-133                                                 | Hearing Impaired        | Visual Alerts                                                     | The IC+ solution shall provide a hardware device which is capable of using visual cues or notifications such as flashing lights for incoming notifications or alarms.                                                                                                                                                                                         | DS | 9         | Please Select... |
| ADA-134                                                 | Hearing Impaired        | Vibration Alerts                                                  | The IC+ solution shall provide a hardware device which is capable of providing tactile feedback to the user through device vibrations for notifications.                                                                                                                                                                                                      | DS | 9         | Please Select... |
| ADA-135                                                 | Hearing Impaired        | Sound Amplification                                               | The IC+ solution shall provide a hardware device which is capable of boosting the overall volume of the device through a volume control feature.                                                                                                                                                                                                              | M  | Pass/Fail | Please Select... |
| ADA-136                                                 | Hearing Impaired        | Hearing Aid Support                                               | The IC+ solution shall provide a hardware device which is capable of leveraging headphones which are designed for use with hearing aids.                                                                                                                                                                                                                      | M  | Pass/Fail | Please Select... |
| ADA-137                                                 | Hearing Impaired        | <del>Video Remote Service (VRS)- Video Relay Services (VRS)</del> | The IC+ solution shall provide a connection to <del>Video Remote Service</del> Video Relay Services (VRS) with a hardware device which provides access to an off-site interpreter to provide real-time sign language or oral interpreting services for conversations between hearing people and incarcerated people who are deaf or have hearing loss.        | M  | Pass/Fail | Please Select... |
| ADA-138                                                 | Speech Impairment       | Speech-to-Speech                                                  | The IC+ solution shall provide a connection to speech-to-speech accommodations which provides a user friendly experience while connecting to the service.<br><del>Refer to Addendum 1, Bidder's Library, "Speech_to_Speech_FCC" for definition and clarification on this requirement.</del>                                                                   | M  | Pass/Fail | Please Select... |
| ADA-139                                                 | Vision Impaired         | Gesture Navigation                                                | The IC+ solution shall allow users to perform essential tasks such as navigating through menus, selecting options, and accessing features using intuitive gestures for individuals with diverse needs and abilities.                                                                                                                                          | DS | 9         | Please Select... |
| ADA-140                                                 | Vision Impaired         | Color Correction                                                  | The IC+ solution shall incorporate color correction functionality enabling users to adjust color settings, contrast, and saturation levels to accommodate various visual impairments, ensuring content is perceivable and distinguishable for individuals with color vision deficiencies and impairments.                                                     | DS | 9         | Please Select... |
| ADA-142                                                 | Vision/Hearing Impaired | Audio Alerts                                                      | The IC+ solution shall provide auditory notifications for important events, alerts, and notifications, ensuring accessibility for users with vision and/or hearing impairments. Audio alerts shall be configurable to allow users to adjust volume levels and notification tones to accommodate different aspects of hearing impairments.                     | M  | Pass/Fail | Please Select... |

|         |                                       |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
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| ADA-143 | Vision Impaired                       | Optical Character Recognition (OCR) | The IC+ solution shall integrate optical character recognition (OCR) functionality to assist vision-impaired users in accessing printed or handwritten text. The feature shall enable users to capture images containing text using the device's camera and convert the text into a digital format, which can then be read aloud utilizing text-to-speech functionality (ADA-125).                                                                                     | DS | 9         | Please Select... |  |
| ADA-144 | Mobility Impaired                     | Note Taking/Writing Functionality   | The IC+ solution shall include an integration with speech-to-text functionality (ADA-128) within a note-taking application. This feature shall enable users to dictate notes verbally, and then be accurately transcribed into text format within the note-taking application. The application shall allow the user with editing capabilities sufficient to correct basic grammar and spelling errors which were incorrectly transcribed during the dictation session. | M  | Pass/Fail | Please Select... |  |
| ADA-200 | Phone/Audio Calling                   |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
| ADA-201 | Hearing Impaired                      | Outbound Phone/Audio Calling        | The IC+ solution shall provide capabilities and features that allow for reasonable accommodation for deaf and hard of hearing incarcerated people to place outbound phone/audio calls comparable to hearing individuals. This includes, but is not limited to, captioning, TTY devices and IP Relay functionality on tablet devices.                                                                                                                                   | M  | Pass/Fail | Please Select... |  |
| ADA-300 | Video Calling                         |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
| ADA-301 | Hearing Impaired                      | Outbound Video Calling              | The IC+ solution shall provide capabilities and features that allow for reasonable accommodation for deaf and hard of hearing incarcerated individuals to place outbound video calls. This includes, but is not limited to, assistive listening capabilities, embedded Video Remote Interpretation, and/or scrolling/live captioning.                                                                                                                                  | M  | Pass/Fail | Please Select... |  |
| ADA-302 | Hearing Impaired                      | Video Calling Camera Angle          | The IC+ solution shall provide the capability to adjust the camera angle in order to accommodate video services for the incarcerated people which may be in wheelchairs and for individuals that communicate through sign language and need their hands visible.                                                                                                                                                                                                       | M  | Pass/Fail | Please Select... |  |
| ADA-400 | ADA Offender Documentation & Training |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
| ADA-401 | Training                              | ADA Tutorials and Instructions      | All tutorials and instructions shall be provided to take into account ADA and reasonable accommodation for hearing impaired, sight impaired, offenders with learning disabilities, and low reading level (TABE score less than 4.0). Methods to accommodate this could include, sign language, text (larger size), braille, and voice tutorials.                                                                                                                       | M  | Pass/Fail | Please Select... |  |
| ADA-500 | Security/Safety Requirements          |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
| ADA-501 | Security                              | Security Feature                    | The IC+ solution shall ensure that no core device features, or application functionality allows for a screen capture during the use of a camera for any reason.                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| ADA-502 | Security                              | Security Feature                    | The IC+ solution must ensure that any use of a device's camera, such as video relay services or video calling, employs a virtual background or green screen that blurs, changes, or obscures any background images other than the caller's face, body, arms, and/or hands.                                                                                                                                                                                             | M  | Pass/Fail | Please Select... |  |
| ADA-600 | Other Requirements                    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |  |
| ADA-601 | General                               | Configuration                       | The IC+ solution shall have the capability to be configurable to adjust the incarcerated people usage time limits based on their disability. This allows more time during a Kiosk or tablet session for the incarcerated people which may need additional session time due to their disability.                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| ADA-602 | General                               | Compliance                          | The IC+ solution shall maintain compliance with Web Content Accessibility Guidelines (WCAG) no lower than WCAG version 2.2 Level AA standards.                                                                                                                                                                                                                                                                                                                         | M  | Pass/Fail | Please Select... |  |
| ADA-603 | General                               | Compliance                          | The contractor shall continuously monitor and integrate new ADA-compliant features into the IC+ solution as technology evolves and new functionality becomes available in the marketplace to ensure ongoing adherence and compliance to ADA guidelines and best practices.                                                                                                                                                                                             | M  | Pass/Fail | Please Select... |  |

| Bidder's Name:                                                                                                   |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                            |                                                              |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|--------------------------------------------|--------------------------------------------------------------|
| CATEGORY: Communication                                                                                          |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                            |                                                              |
| Req #                                                                                                            | Function                                                                                                           | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Type | Maximum Points | Bidder's Response                          |                                                              |
|                                                                                                                  |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                | Bidder Agrees to Meet Requirement (Yes/No) | Describe the Proposed Solution to Meet or Exceed Requirement |
| The following Communication Requirements shall apply to all telephone calls, video calls and VRS as appropriate. |                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                            |                                                              |
| COM-001                                                                                                          | Outbound Call Process for Domestic and International Calls                                                         | The IC+ shall be configured such that an incarcerated people will be led through a series of commands/prompts in either English or Spanish to initiate a call.<br>1) Once the telephone number has been entered, the keypad will be disabled for the remainder of the call. The telephone number will be validated before processing the call.<br>2) If the called number passes the validation process, then the call process will continue. If the called number is valid and identified as an Alert Number the IC+ will process the call according to instructions in IC+ Facility Phone List, which may require the IC+ to notify the appropriate CDCR Authorized Staff.<br>3) The incarcerated people will be prompted and required to provide their name before the call is processed. If nothing is provided, the prompt will repeat multiple times. If after prompts nothing is provided, then the call will be terminated. The CDCR Operations Manager will determine the number of times the prompts will be repeated.                                                                                                                                                                                                                                                                                                                                                                       | M    | Pass/Fail      | Please Select...                           |                                                              |
| COM-002                                                                                                          | Call Flow Charts                                                                                                   | The IC+ Solution shall provide flow chart(s) of the call flow process from the point of the incarcerated people going off-hook through all possibilities of call completion. Flow chart(s) shall be maintained current throughout the term of the Contract and provided to the CDCR Operations Manager for approval prior to any changes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail      | Please Select...                           |                                                              |
| COM-003                                                                                                          | Interface with California Relay Service (CRS) Call Centers<br>Interface with FCC Authorized Services and Providers | <del>The IC+ Solution shall use a FCC authorized VRS provider to carry VRS traffic. Contractor shall provide a description of the process the system will employ to route VRS calls through the VRS providers so that the VRS call center can process the calls to the desired called party. Additionally, Contractor shall provide a description of the process the system will employ to ensure that the called party is not billed by The IC+ Solution for the VRS calls.</del><br>The IC+ Solution shall interface with all FCC-authorized and/or managed communication services which fall under ADA guidelines, including but not limited to Video Relay Service (VRS), TTY Relay, Captioned Telephone (CapTel) and speech-to-speech relay. The Contractor shall provide a detailed description of the system's process and design for routing calls through the appropriate communication service provider(s) to ensure the call center can accurately process and connect calls to the desired recipients.                                                                                                                                                                                                                                                                                                                                                                                     | MS   | 6              | Please Select...                           |                                                              |
| COM-004                                                                                                          | Call Setup Branding                                                                                                | Call Setup Branding is defined as the first recorded message played or shown to the called party when they answer the call. All Call Setup Branding messages will be provided via a SLI, text and audible recording. The Call Setup Branding message shall advise the called party that the call is coming from a California correctional facility that will be site specific and playback/relay the incarcerated people name that was previously recorded in the outbound call process. The called party will be given the option to request the rate for all domestic calls.<br><br>The called parties shall have the ability to accept or deny prepaid calls from an incarcerated people by inputting a single digit on the keypad. The branding message shall provide the called party with an option to establish a prepaid account with The IC+ Solution, if an account is not already in place.<br><br>The message shall play in its entirety unless interrupted by pressing a State defined keypad number, voice prompt or On-Screen button. The CDCR Operations Manager shall have the ability to define at what point in the message and which keypad numbers, voice prompt or on-screen button, will allow the call to be processed or connected. The system shall block all conversation or video until the Call Setup message has been played and the called party has accepted the call. | M    | Pass/Fail      | Please Select...                           |                                                              |
| COM-005                                                                                                          | IC+ Call Blocking by Called Party                                                                                  | The IC+ shall provide Call Blocking. The branding message shall provide the option for the called party to block a call. When the call is blocked, the called party will hear a recording or shall be presented with a website that provides The IC+ Solution's Customer Service contact telephone number or gives the called party the option to be directly connected to The IC+ Solution's Customer Service Representative. When a Video Call to a Video Call is rejected, the called party will be directed to The IC+ Solution's website for the Customer Service contact telephone number or gives the called party the option to be directly connected to The IC+ Solution's Customer Service Representative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M    | Pass/Fail      | Please Select...                           |                                                              |



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| COM-006 | IC+ Outbound Only Calls                                           | The IC+ shall allow incarcerated people to process only outbound calls. The IC+ Solution shall configure the IC+ so that in no case shall inbound calls be processed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| COM-007 | Calling Other CDCR Facilities                                     | The IC+ shall prohibit calls to any other California correctional facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| COM-008 | Maximum Ring Time                                                 | The IC+ shall include a maximum ring time for all calls prior to disconnecting a call. IC+ calls will automatically disconnect once the maximum ring time is reached. The amount of ring time shall be adjustable by the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| COM-009 | Extra Dialed Digits                                               | The IC+ shall be capable of preventing the processing of additional digits from an incarcerated people after all call processes have been completed for an authorized IC+ call. The CDCR Operations Manager shall be provided the capability to allow extra dialed digits to access features of the system as a result of system prompts to the incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M | Pass/Fail | Please Select... |  |
| COM-010 | Three-way Call Prevention                                         | The IC+ shall allow incarcerated people to reach the called party dialed, and will prohibit the incarcerated people from being able to reach an additional party without hanging up the receiver or terminating the call first, which will prevent Three-Way Calling and Call Forwarding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | M | Pass/Fail | Please Select... |  |
| COM-011 | IC+ Blocked Calls by CDCR Authorized Staff                        | The IC+ shall provide the CDCR authorized staff with a method to block all IC+ calls to a specific telephone number. The ability for a CDCR authorized user to block a call shall be based upon the user's profile.<br><br>Called Party Blocking variable parameters:<br>1) Block IC+ calls to a specific telephone number from a correctional facility; or,<br>2) Statewide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| COM-012 | Blocking Specific Types of Telephone Numbers by IC+               | The IC+ shall block all calls that include:<br>1) Toll free access numbers (e.g., 800, 866, 877);<br>2) Special service numbers (e.g., 711, 9-1-1);<br>3) Numbers that provide live operator access, <b>except for those numbers associated with FCC-regulated ADA communication services, including but not limited to, Video Relay Service (VRS), TTY relay, IP relay, captioned telephone services (CapTel), and speech-to-speech relay services;</b><br>4) Telephone numbers that incur charges (e.g., 972-, 976-); and,<br>5) Long distance carrier access numbers (e.g., 10333, 10288).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| COM-013 | Restricted incarcerated people Access to VRS/ <del>ASL</del> -VCS | Solution must be able to identify and only allow authorized incarcerated people access to the VRS/ <del>ASL</del> -VCS system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-014 | Call Validation                                                   | All calls shall be validated against all applicable databases on a real time basis to restrict access to blocked numbers, payphones, pagers or other devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| COM-015 | Designated CDCR hotlines                                          | The Contractor shall implement designated CDCR hotlines, as needed and approved by the CDCR Operations Manager. The IC+ shall allow incarcerated people to dial fictitious ten-digit number that emulates standard dialing options and connects calls to a designated CDCR hotline. These calls will not be charged. These calls will be processed and stored on the IC+ where the investigative user can retrieve the call.<br><br>The hotline calls shall be configurable to be recorded or non-recorded. Call Detail Records (CDR) data strings shall be generated for all calls. The duration of the designated hotline calls may be set between five (5) minutes and 15 minutes. The hotline calls shall not be monitored by any means including Live Monitoring, Hardwired Monitoring, and Investigative Monitoring. The CDCR Operations Manager will determine the final configuration for these hotlines.<br><br>Select authorized CDCR Investigative staff for the respective site shall have access to the designated hotline's recorded calls as configured through their user profile to allow the respective Investigative staff to play back calls and copy recorded calls. | M | Pass/Fail | Please Select... |  |
| COM-016 | Calls to Other State Agencies' hotlines                           | The IC+ shall allow incarcerated people to dial a specific ten-digit telephone number and connect calls to other State agencies' hotlines. The CDCR Operations Manager will determine how these calls will be configured (i.e., recorded, live monitored, duration of call, and other settings). These calls will be charged to the respective State agency. The CDCR Operations Manager will determine the final configuration for these hotlines. Contractor shall describe how they will satisfy these requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M | Pass/Fail | Please Select... |  |

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| COM-017 | Call Denial and Identification                                                                                                   | <p>The IC+ shall provide select call completion denial information and playback to the incarcerated people. When a call cannot be completed, the system shall display and/or play one of the following announcements to the incarcerated people explaining why the call could not be completed in these circumstances:</p> <ol style="list-style-type: none"> <li>1) Line is out of service;</li> <li>2) Line is busy;</li> <li>3) No answer;</li> <li>4) Number is blocked (includes blockage by LEC, called party, CDCR facility or other reason for being blocked);</li> <li>5) Dialed number is not a valid number.</li> </ol> <p>The system shall allow for modification of any announcement as determined by the CDCR Operations Manager.</p>                                                                                                                                                   | M | Pass/Fail | Please Select... |  |
| COM-018 | Overlay Message                                                                                                                  | <p>Overlay is defined as the message that is played and displayed randomly throughout the call. The Overlay Message shall use a SLI, text and audible means to communicate. The IC+ shall provide Overlay messages at periodic intervals throughout the course of the call. The Overlay messages shall advise the caller and the called party that the call was originated by an incarcerated people at a California correctional facility and that the call is being recorded and monitored. Overlay Branding shall be played in a manner that allows both parties to continue a conversation.</p> <p>The IC+ will provide the CDCR Operations Manager with the capability to set the exact wording for the overlay message and frequency that overlay messages will be played during each IC+ call. The system must allow this function to be engaged or not engaged at the State's discretion.</p> | M | Pass/Fail | Please Select... |  |
| COM-019 | Call Termination Message                                                                                                         | The IC+ shall provide a notification to notify the incarcerated people and called party that the call will end due to the expiration time. Prior to terminating a call, the incarcerated people and called party shall be informed 60 seconds and 30 seconds prior to the expiration. The method of notification must take into account any disabilities or type of call for both parties. The IC+ shall provide the CDCR Operations Manager with the capability of changing the intervals when the call termination messages shall be played/displayed.                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| COM-020 | Ability to provide VRS communication when one of the party is hearing-capable.                                                   | The IC+ Solution shall Provide outbound, non-confidential VRS communication for incarcerated people who communicate through sign language to communicate through an interpreter with a family member/friend/attorney who is hearing-capable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |  |
| COM-021 | Ability to provide a VRS point-to-point (P2P) video communication when both parties' primary language is American Sign Language. | The IC+ Solution shall provide outbound, non-confidential VRS video communication for incarcerated people who communicate through sign language directly to a family member/friend/attorney who also communicates through American Sign Language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| COM-022 | Capability for incarcerated people friends and family to receive a VRS video call.                                               | overlay is defined as the message that is played and displayed randomly throughout the call. The Overlay Message shall use a SLI, text and audible means to communicate. The IC+ shall provide Overlay messages at periodic intervals throughout the course of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M | Pass/Fail | Please Select... |  |
| COM-023 | VRS Device to a Hearing Capable Called Party through VRS provider                                                                | The VRS shall include the ability to complete calls from a VRS to a hearing capable called party through VRS provider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-024 | IC+ Call Control Features                                                                                                        | <p>The IC+ shall include the Call Control Features described below. Each of the Call Control Features shall include variable control parameters described in this section. The IC+ shall provide the CDCR Operations Manager with a means of setting and changing the parameters for the Call Control Features through the Administrative Control Interface.</p> <p>Call control features shall include but not limited to:</p> <ol style="list-style-type: none"> <li>1) Calling schedule variable parameters:</li> <li>1) Time of day;</li> <li>2) Day, week or month; or,</li> <li>3) Correctional facility.</li> </ol> <p>The IC+ shall verify that the destination number can be processed based upon the IC+ Call Control Features, that have been set for the system and the CDCR facility.</p>                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-025 | IC+ Time Between Completed Calls                                                                                                 | The IC+ shall be capable of being configured to control the amount of time between calls made on the IC+ incarcerated people call devices. The State shall be capable of enabling or disabling this feature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |  |
| COM-026 | IC+ Call Duration                                                                                                                | Call duration is the total amount of minutes an incarcerated people may converse with the called party on a IC+ call. The State shall be capable of enabling, disabling and determining call duration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |

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| COM-027 | System-access time constraints and time limitations | Contractor solution shall have the ability to set time constraints and limit the length of each session.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |  |
| COM-028 | IC+ Non-Confidential Calls                          | All calls made from the IC+ devices shall be recorded and monitored by default. This applies to calls made to attorneys, public defenders and similar type offices. The CDCR Operations Manager reserves the right to allow non-recorded calls from the IC+ devices to specific phone numbers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M  | Pass/Fail | Please Select... |  |
| COM-029 | IC+ Fraud Detection Features                        | Each detection feature shall allow the CDCR Authorized Users the option of:<br>1) Enabling or disabling the feature;<br>2) Reporting or not reporting detected activity;<br>3) Enabling or disabling real-time notification of detected activity; or,<br>4) Terminating or not terminating ongoing IC+ communications and sessions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| COM-030 | IC+ Detection of Unusual or Suspicious Dialing      | The IC+ shall provide a means of detecting unusual or suspicious number sequences dialed or dialing patterns, detect extra dialed digits from either the called party or the incarcerated people which the system identifies as possible attempts to commit fraud. Contractor shall provide the State with a list of the types of activities detected and how this information will be reported.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |
| COM-031 | IC+ Detection of Three-Way Calls                    | The IC+ shall provide the capability of detecting suspected and confirmed Three-Way Calls. The IC+ shall identify a suspected or detected Three-Way Calls using an visual indicator that can be easily distinguished from other calls. The system shall be configured to automatically report detected Three-Way Calls. The CDCR Operations Manager shall have the ability to configure this functionality on a facility or individual called number basis.<br><br>The IC+ shall include the capability to terminate, monitor, barge-in and flag, at the CDCR Operations Manager's discretion, any detected Three-Way call. The system shall be configurable to automatically allow or terminate detected and suspected Three-Way Calls. The CDCR Operations Manager shall have the ability to configure this functionality on a facility or individual called number basis. The system shall provide the ability to configure and identify individual called numbers for automatic and manual disconnect or permissive Three-Way Calling exceptions.                                                                                                                                                                                                                      | MS | 9         | Please Select... |  |
| COM-033 | IC+ Detection of Call Forwarding                    | The IC+ shall provide the capability of detecting suspected and confirmed Call Forwarding attempts. The system shall be configured to automatically allow, terminate, and/or report Call Forwarding. The CDCR Operations Manager shall have the ability to configure this functionality on a facility or individual called number basis.<br><br>The IC+ shall include the capability to terminate, monitor, barge-in or flag, at the CDCR Operations Manager's discretion, any detected Call Forwarding.<br><br>Contractor shall provide the detection capability to detect Call Forwarding. Contractor shall detect the following types of Call Forwarding:<br><br>1) Calls to telephone numbers, which have been automatically forwarded to another telephone number by the local telephone company also known as remote Call Forwarding;<br>2) Calls to telephone numbers, which have been automatically forwarded by called parties through the use of feature groups provided by the local telephone company also known as Call Forwarding; and/or,<br>3) Calls to "follow me" numbers.<br><br>Detection of Call Forwarding shall be capable of being configured by the State to either automatically terminate suspected calls, report the suspected calls, or both. | MS | 9         | Please Select... |  |
| COM-034 | IC+ LIVE MONITORING                                 | The IC+ Solution shall provide IC+ Live Monitoring Capability in multiple locations where IC+ are installed that may include control booths in housing units, ADA Offices and hospitals. IC+ Live Monitoring shall allow custody staff to listen and view in real-time incarcerated people conversations and scan, barge-in, and terminate sessions. The IC+ shall have the capability of turning on and off the IC+ devices within the officer's span of control.<br><br>The IC+ Live Monitoring shall provide multiple authorization level Log-Ins. IC+ Live Monitoring displays shall be configurable only with various authorization levels that allow or deny modification of display or settings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M  | Pass/Fail | Please Select... |  |
| COM-035 | IC+ Live Monitoring Equipment                       | The IC+ Solution shall provide all equipment necessary for the IC+ Live Monitoring deployed at each facility where IC+ are deployed at no cost to the State.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M  | Pass/Fail | Please Select... |  |
| COM-036 | IC+ Graphical User Interface (GUI)                  | The IC+ Live Monitoring shall employ an industry standard GUI that includes intuitive command standards for desktop, screen and window behavior.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |

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| COM-037 | IC+ Live Monitoring Display Content Requirements | The IC+ Live Monitoring shall provide authorized staff with access to view the following information (at a minimum) that will appear in a font size of 12 or larger:<br>1) IC+ station number (within The IC+ Solution's network) for each device;<br>2) Location and IC+ device identification number of the IC+ device being monitored;<br>3) Current date and time;<br>4) Incremental call duration timer (mm:ss) for each call;<br>5) One (1) to 12 IC+ call devices shall be displayed simultaneously on a single screen;<br>6) Indicators for each IC+ device that is off-hook;<br>7) Indicator for call currently monitored;<br>8) An indicator to reflect the equipment is communicating with the network;<br>9) An indicator for the key to press for the help screen; and,<br>10) An indicator (blinking cursor) that reflects the navigational position on the screen.                                                                            | M | Pass/Fail | Please Select... |  |
| COM-038 | IC+ Live Monitoring Functionality Requirements   | The IC+ shall provide the following functionality requirement for Live Monitoring for the incarcerated people IC+ calling devices within their designated Span of Control:<br>1) Scan and monitor active calls (individual and all devices within Span of Control). Scan mode shall be programmable and set to scan in intervals approved by CDCR Operations Manager;<br>2) Park, listen and view an active call;<br>3) Monitor in a hands-free manner;<br>4) Terminate active calls;<br>5) Barge-in to active calls and talk;<br>6) Access a "Help" menu with one (1) keystroke;<br>7) Turn IC+ calling device on or reactivate a IC+ calling device (individual and all devices within Span of Control);<br>8) Turn IC+ calling device off or disconnect a call (individual and all devices within Span of Control); and,<br>9) A text field shall display on the monitoring screen, of at least 250 characters, to allow authorized staff to input notes. | M | Pass/Fail | Please Select... |  |
| COM-039 | IC+ Scan and Live Monitoring of Multiple Calls   | The IC+ Live Monitoring shall have the capability to scan and monitor a selected number of calls in progress. The number of simultaneously scanned conversations from a single IC+ Live Monitoring Station shall not exceed the total amount of monitored devices that appear on the monitoring screen. The system shall indicate which device is currently being monitored.<br><br>Authorized monitoring staff shall have the ability to scan the ongoing calls in user definable intervals of one (1) to 30 seconds for each call in progress. Authorized monitoring staff shall have the ability to stop and start the scanning to monitor any call in progress.                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |  |
| COM-040 | Park, Listen and View Calls                      | The IC+ Live Monitoring shall have the capability to park, listen and view an active call. The system shall indicate which incarcerated people IC+ calling device is being monitored at any given time and show the status of each incarcerated people IC+ calling device, in-use or idle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M | Pass/Fail | Please Select... |  |
| COM-041 | Hands-Free Monitoring                            | The IC+ Live Monitoring shall have the capability to listen to and view an active call hands-free through an integrated speaker. The authorized user shall have the ability to increase or decrease the volume using a dial or a single keystroke.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |
| COM-042 | Termination of Active Calls                      | The IC+ Live Monitoring shall be able to manually terminate calls for a single or group of incarcerated people IC+ calling devices within the Span of Control. Live Monitoring shall have a defined list of IC+ calling devices that it can control through the Call Termination function. All manually terminated calls shall be flagged as a hard kill in the end code column of the Call Detail Report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M | Pass/Fail | Please Select... |  |
| COM-043 | IC+ Barge-In To Active Calls                     | The IC+ Live Monitoring shall have the capability for the authorized staff monitoring calls to interrupt or barge in and talk on selected incarcerated people calls. After the barge in is complete, the system shall have the ability to resume the call or disconnect the call.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-044 | IC+ Live Monitoring Display of Active Call       | The time between the first possible detection of a call in progress within the Span of Control of the IC+ Live Monitoring shall not exceed two (2) seconds before the active call appears on the display screen.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| COM-045 | IC+ Live Monitoring Stealth                      | The IC+ shall provide the capability to monitor calls in progress without the incarcerated people or called party's awareness that the call is being monitored.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| COM-046 | IC+ Live Monitoring Volume/Video                 | The audible volume and video quality of the call shall remain the same when the call is monitored. The volume and/or video shall not be impacted if one (1) or more authorized users are monitoring a call.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| COM-047 | Multiple Users Monitoring a Live Call with IC+   | The IC+ Monitoring shall allow atleast three (3) simultaneous live monitoring authorized users on the same call at the same time from different locations or access methods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | M | Pass/Fail | Please Select... |  |

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| COM-048 | Software Controlled Manual Termination               | <p>The IC+ shall include the ability for authorized CDCR staff to manually terminate calls for a single or group of IC+ devices.</p> <p>The IC+ shall be able to, at a minimum, terminate:</p> <ol style="list-style-type: none"> <li>1) Individual calls;</li> <li>2) All Calls (within Span of Control);</li> <li>3) Individual IC+ device; and,</li> <li>4) All IC+ devices (within profile Span of Control) by: <ol style="list-style-type: none"> <li>a) IC+ device ID;</li> <li>b) Bank or group of IC+ devices;</li> <li>c) CDCR Facility building/section;</li> <li>d) CDCR Facility;</li> <li>e) Statewide Adult;</li> <li>f) Statewide Youth; and,</li> <li>g) Statewide CDCR Facilities.</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-049 | IC+ Facility Phone List                              | <p>The IC+ Facility Phone List consist of specific incarcerated people and destination telephone numbers that are being monitored by CDCR Authorized Staff. The individuals and telephone numbers in the IC+ Facility Phone List shall be capable of being deleted by authorized users when the number is no longer needed. The deleted telephone numbers will be capable of being archived and not viewed in the Facility Phone List. There will be no limit to the number of individuals and telephone numbers stored in this database. Using the Facility Phone List shall be easily accessible through shortcuts, hyperlinks, or one click buttons negating the navigation of multiple screens for activating, deactivating, and deleting specific alert numbers or groups.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| COM-050 | IC+ Facility Phone List Screen Details               | <p>The Facility Call List Screen shall include the following fields to be populated by the authorized users:</p> <ol style="list-style-type: none"> <li>1) Specific Facility or Statewide (All CDCR Facilities);</li> <li>2) Destination Number;</li> <li>3) Called Party's Information (Name, Address, City, State, Zip);</li> <li>4) Incarcerated Caller's Information (Name, CDCR number, PID);</li> <li>5) Alert Groups; and,</li> <li>6) Notes (minimum of 250 characters).</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| COM-051 | IC+ Facility Phone List Search Criteria              | <p>Searching for a specific incarcerated people or number shall include the following drop down options either populated by The IC+ Solution or the authorized user:</p> <ol style="list-style-type: none"> <li>1) Filter by CDCR Facility (all CDCR Facilities);</li> <li>2) Filter by CDCR Housing Unit;</li> <li>2) Destination Number (all numbers included in Facility Phone List under this field);</li> <li>3) Called Party's Name (all names included in Facility Phone List under this field);</li> <li>4) Incarcerated Caller's Name (all names included in Facility Phone List under this field);</li> <li>5) Alert Group (all names included in Facility Phone List under this field); and,</li> <li>6) Number of Records (selected in increments of 50, 100, 150, 200 or all).</li> </ol> <p>Searching for a specific number shall include the option of direct input into a search field.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| COM-052 | IC+ Alert Group Functionality                        | <p>When a call is made from a specific individual or to a specific number activated in an alert group the IC+ will allow at minimum two (2) CDCR Authorized Users to receive an alert on their telephone or mobile phone. The CDCR user will be required to enter a unique numeric code before the authorized user is connected to the call.</p> <ol style="list-style-type: none"> <li>1) If the alerted call is not answered by the CDCR Authorized User, then the alert functionality will end. However, the call between the incarcerated people and the called party will not be adversely impacted.</li> <li>2) If the alerted call is answered by the CDCR Authorized User. The Authorized User will have the capability of pressing codes on the telephone to barge-in on the active call and/or terminate the active call.</li> <li>3) If the call is terminated, then the call shall be flagged with a unique identifier in the end code of the CDR. The IC+ Solution shall identify the unique identifier that will be used to meet this requirement. Additionally, the User ID of the authorized staff that terminated the call(s) shall be identified. The capabilities of performing the alert functionality shall be based upon the authorized staff's profiles.</li> <li>4) The IC+ shall allow a minimum of two (2) e-mail addresses to be entered to receive a notification that will include the specific number dialed, the date, time, and CDCR facility.</li> </ol> | M | Pass/Fail | Please Select... |  |
| COM-053 | IC+ Alert Group Deactivation                         | An alert group can only be deactivated by the CDCR Authorized User who originally set the alert group or by a CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |  |
| COM-054 | Deleting an Alert Group or Telephone Number from IC+ | An alert group or specific incarcerated people or telephone number can only be deleted by the authorized user who originally set the alert group or by a CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |

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| COM-055 | IC+ Alert Number Notification                     | The IC+ shall instantly notify the CDCR authorized staff of the destination number if a call is placed to a destination number in the Facility Phone List. The notification shall be via a paging signal, telephone call, email, audible alarm, or a visual notification on the Investigative Workstation. The alarm type(s) will be user definable by the CDCR Operations Manager.<br><br>These methodologies shall allow multiple destinations of notification and include a time-of-day scheduling capability.                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| COM-056 | IC+ Alert Group Creation and Activation           | An authorized user shall be able to create a unique "alert" name for a group that may be activated or deactivated only by the authorized user or CDCR Operations Manager. The alert name may be set for one (1) or more specific incarcerated people or telephone numbers that are being monitored. Once the "alert" has been activated, the authorized user shall be capable of entering up to two (2) telephone numbers and up to two (2) e-mail addresses that would all be alerted anytime the specific incarcerated people is using IC+ system or number is dialed.                                                                              | M | Pass/Fail | Please Select... |  |
| COM-057 | Recordings and Monitoring                         | All sessions shall be recorded and available to CDCR-designated staff on The IC+ Solution's system and accessible from any computer located in the Facility with network access. No special purpose hardware or software shall be required. Recording shall include, telephone call and any voice portions of calls using Voice Carry Over (VCO) or Hearing Carry Over(HCO) and Video. The audio and video portion of the call shall be accessible from all investigative applications in the same manner as voice recordings and shall not require further processing by the CDCR authorized staff once the call recording file is opened or played. | M | Pass/Fail | Please Select... |  |
| COM-058 | Recordings and Monitoring Availability            | All telephone, video and VRS call recordings shall be available to CDCR for a minimum of 7 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| COM-059 | Forwarding a Recorded Call File on the IC+ System | The IC+ system shall allow an authorized user to send a recorded IC+ call to another authorized user's computer or mobile phone for playback. Before the authorized user receiving the forwarded recorded call is connected to the call, the user will be required to enter a unique code before having the capability to listen to the recorded call.                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-060 | Forwarding a Monitored Call                       | The IC+ system shall allow an authorized user to forward a monitored IC+ call to another authorized user's computer or mobile phone for monitoring. Before the authorized user receiving the forwarded call is connected to the call, the user will be required to enter a unique code before having the capability to listen to the monitored call.                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| COM-061 | IC+ Search Criteria for Call Recording            | The recording system shall have the capability to search (locate/sort) call recordings based upon any of the following CDR fields:<br>1) CDCR Facility;<br>2) IC+ device Location;<br>3) incarcerated people ID Number<br>4) Start date/time;<br>5) Destination number called;<br>6) IC+ device ID/Station number;<br>7) End date/time;<br>8) Duration of call; and,<br>9) Complete or Incomplete call.                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| COM-062 | IC+ Recording Access from Search Results          | After a CDR search, the results shall be linked to the Recordings to enable playback and/or viewing from the results page.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-063 | IC+ Recording Playback Capability                 | Authorized users shall have the ability to access the Recording Database to play, rewind, pause, fast-forward, designate a specific area to loop back within the recording and vary speed of playback. The IC+ shall be able to go to a specified call duration location within the call without the playback of the entire call.                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| COM-064 | IC+ RECORDING REQUIREMENTS                        | A recording shall be generated for all calls, call attempts that were never connected, calls that reach an answering machine, and completed calls where the call was accepted. The system shall begin recording incarcerated people conversations when the incarcerated people initiates the call session. The recording shall capture the system prompts, required recorded messages and when the incarcerated people provides their name. The CDCR Operations Manager shall identify any exceptions to this requirement.                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-065 | IC+ "Do Not Record" Numbers                       | The recording system shall have the ability to not record specific telephone numbers authorized by the CDCR Operations Manager. The IC+ Solution's staff shall not set a "do not record" number without the written consent by the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |
| COM-066 | IC+ Playback, Download, Save, and Transfer Rate   | Recordings shall stream and begin playback immediately. Download or transfer of file shall operate concurrently while streaming. The downloaded file shall have the option to be saved locally once the download is completed.                                                                                                                                                                                                                                                                                                                                                                                                                        | M | Pass/Fail | Please Select... |  |
| COM-067 | IC+ Playback of Recording on Other Types of Media | The IC+ shall have the ability to playback on other types of media. The CDCR Authorized Staff shall be able to download the recording(s) and software file onto a computer disc, flash drive or other media and be played back on a computer or any audio or video media device.                                                                                                                                                                                                                                                                                                                                                                      | M | Pass/Fail | Please Select... |  |

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| COM-068 | IC+ Proof of Authenticity               | Recordings shall be electronically stamped with a tamper-resistant proof of authenticity or security envelope to technically ensure certainty of the authenticity and integrity of the recorded call. Authenticity must meet the regulatory requirements and chain-of-evidence for admissibility in a Court-of Law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| COM-069 | IC+ Simultaneous Replay                 | The IC+ shall allow the capability for multiple recordings to be played back simultaneously. Playback or download of recorded calls must not interrupt any other on-going calls being recorded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |
| COM-070 | Call Detail Records (CDR)               | A call detail record data string shall be generated for all calls which include incomplete and completed calls.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |
| COM-071 | Call Detail Records (CDR)               | The IC+ shall generate Call Detail Records (CDR). All calls shall generate call records, which shall be accessible and available for reporting, analysis, or viewing, immediately upon the termination of a call. CDRs will be viewable by CDCR Authorized Users. Any process requiring a delay in making call records available (for example, on a daily basis or through a download process) is unacceptable.<br>The IC+ Solution shall provide CDCR with the ability to securely download a daily IC+ CDR file in a delimited text format that contains the incarcerated people call attempts from the CDCR facilities. The IC+ CDR retrieval shall be available to the CDCR Operations Manager using a Secure File Transfer Protocol (SFTP) client application to connect to The IC+ Solution's server and download the previous calendar day's IC+ CDR files.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M | Pass/Fail | Please Select... |  |
| COM-072 | IC+ Search Functionality                | The authorized staff shall have ability to search the IC+ CDR database and search on any fields, or combination of fields, within the database. The retrieval location (on-site or off-site) of the stored recording shall be transparent to the authorized staff.<br><br>The IC+ shall include the ability to query more than 10 fields by selecting predefined data fields within a single screen. Upon initiating the search, all data fields will appear in a single display screen report. Investigative staff shall be able to save, file, and retrieve custom queries for future use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| COM-073 | IC+ Call Detail Record Content          | At a minimum the following information shall be captured and stored for all calls attempted:<br>1) Correctional facility from which call was placed;<br>2) incarcerated people ID Number;<br>3) incarcerated people Name;<br>4) Device Location;<br>5) Device Station Number;<br>6) Start date and time (mm:ss);<br>7) End date and time (mm:ss);<br>8) Call duration (mm:ss);<br>9) Call completion status (complete or incomplete call);<br>10) incarcerated people's identification number;<br>11) Destination Number (dialed digits);<br>12) Destination Number's city and state, or city and country for International Calls;<br>13) Destination Device (distinguish between cellular, land line, etc.);<br>14) Start Code (Method in which the call was accepted or denied);<br>15) Reason for call not completed (i.e. call blocked, station off), if applicable;<br>16) Type of call (Local, IntraLATA, InterLATA, Interstate, International);<br>17) Duration from acceptance to termination (Conversation Minutes);<br>18) Alert (whether an alert was issued for the call);<br>19) Type of alert (e.g., Three-Way Calling, Hot List Number);<br>20) Filename of recording;<br>21) End Code (Method of Termination).<br><br><i>Contractor shall provide a sample of the CDR data string that will be provided with the IC+.</i> | M | Pass/Fail | Please Select... |  |
| COM-074 | IC+ Daily Call Detail Records Retrieval | The IC+ Solution shall provide CDCR with the ability to securely download a daily IC+ CDR file in a delimited text format that contains the incarcerated people call attempts from the CDCR facilities. The IC+ CDR retrieval shall be available to the CDCR Operations Manager using a Secure File Transfer Protocol (SFTP) client application or connect to The IC+ Solution's server and download the previous calendar day's IC+ CDR files.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |
| COM-075 | IC+ User Group Configuration            | A group of IC+ Call Control Features with the same variable parameter settings is known as a IC+ User Group Configuration. The IC+ shall provide the CDCR Operations Manager with the capability of configuring the parameters for each feature for a specific User Group. Each IC+ User Group Configuration shall be assignable as a default configuration for each IC+ calling device group.<br><br>The IC+ shall provide the CDCR Operations Manager with the capability of maintaining at least 15 multiple IC+ User Group Configurations. These User Group Configurations will be derived from various combinations of IC+ Call Control Features.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |  |

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| COM-076 | IC+ Administrative Control                     | The IC+ Solution shall provide CDCR with IC+ Administrative Control functionality to generate user profiles and access fields within the IC+ that will be limited to the CDCR Operations Manager and authorized staff. This functionality will be accessed from a State computer using The IC+ Solution's hosted web-based IC+ application. IC+ Administrative Control functionality shall include live monitoring and investigative capabilities as well as tools to oversee and administer statewide operations and service, compile data on incarcerated people use of the system, view trouble tickets, facilitate training of CDCR staff on IC+ operation and capabilities, and perform system tests. The IC+ shall comply with the CDCR password policy and require the user to change their password at CDCR Operations Manager specified intervals.   | M | Pass/Fail | Please Select... |  |
| COM-077 | Single User IC+ Mapping Verification           | The IC+ shall include the ability for a single State IC+ administrative user to verify a IC+ device and physical location match the IC+ service database description. While this function is being performed, the IC+ shall prevent outgoing calls from being made by incarcerated people while mapping verification is performed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-078 | CDCR IC+ ROLE-BASED USER PROFILES              | The IC+ shall provide for role-based user profiles, allowing specific functions and features unique to each role. The IC+ Solution shall be responsible for the System Administrator User activities. The CDCR Operations Manager will be responsible for the Operations Administrator, Live Monitoring User, Investigative User, Contracted Staff User, and State Contract Manager User. Each IC+ User shall have unique identification credentials and be verified for identity authentication. The IC+ service shall provide a distinct display screen for each role-based profile type. The distinct display screen shall only display the unique abilities and accesses for the role based profile type being accessed. All other fields will be disabled.<br>The CDCR IC+ Users shall be able to access the IC+ services in one of the following roles: | M | Pass/Fail | Please Select... |  |
| COM-079 | Contractor Systems Administrator Profile       | 1) System Administrator<br>a) Create and manage System and Operations Administrator User accounts;<br>b) Maintain database of all role-based profiles;<br>c) Update system software;<br>d) Troubleshoot application programming and code;<br>e) Repair system software;<br>f) Generate system health status reports;<br>g) Generate Ad Hoc Reports requested by State;<br>h) Provide back-up and recovery of stored data; and<br>i) <del>Other functions identified by The IC+ Solution</del>                                                                                                                                                                                                                                                                                                                                                                 | M | Pass/Fail | Please Select... |  |
| COM-080 | CDCR Operations Administrator Profile          | 2) Operations Administrator<br>a) Create and manage Live Monitoring Terminal User, Investigative User, Contracted Staff User, and State Contract Manager User accounts;<br>b) Request and maintain updated list of System and Operations Administrator User accounts as needed;<br>c) Set and reset user authentication credentials;<br>d) View IC+ configuration of facilities;<br>e) Generate audit reports that include but are not limited to alarms, usage, and Service Level Agreement reports;<br>f) Generate operational reports for executive consumption;<br>g) Request maintenance and operations assistance from System Administrators;<br>h) Generate system health status reports; and,<br>i) Generate customer service/trouble ticket reports;<br>j) Change own password                                                                       | M | Pass/Fail | Please Select... |  |
| COM-081 | CDCR IC+ Live Monitoring User Profile          | 3) Live Monitoring User<br>a) Perform IC+ Live Monitoring functionality;<br>b) Change own password;<br>c) Flag calls; and,<br>d) <del>Input notes on IC+ platform.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M | Pass/Fail | Please Select... |  |
| COM-082 | CDCR IC+ Investigative User Profile            | 4) Investigative User<br>a) Perform IC+ Investigative functionality;<br>b) Change own password;<br>c) Request data file delivery via Secure File Transport Protocol (SFTP); and,<br>d) <del>Activate and Deactivate Alert Groups.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| COM-083 | CDCR IC+ Contracted Staff User Profile         | 5) Contracted Staff User<br>a) Perform limited functionality based upon authorized access assigned by the Operations Administrator; and,<br>b) <del>Change own password.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-084 | CDCR IC+ State Contractor Manager User Profile | 6) State Contract Manager User<br>a) View and Generate authorized IC+ Reports; and,<br>b) View Service Level Agreement report.<br>c) <del>Change own password</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M | Pass/Fail | Please Select... |  |



|         |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |           |                  |  |
|---------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|------------------|--|
| COM-085 | CDCR IC+ AUTHORIZED USER PROFILE FUNCTIONALITY         | <p>Authorized CDCR users will have access to the IC+ to perform specific activities in support of their functions at each location as identified in their profiles.</p> <p>This functionality shall include the assignment of report capabilities, menu functions, data input capability, query capability, screen view capability, menu functionality assignment, and other system administrative functions.</p> <p>The CDCR Operations Manager shall have the ability to create, update and delete CDCR staff profiles to include:</p> <ol style="list-style-type: none"> <li>1) CDCR staff name;</li> <li>2) IC+ Log-on information;</li> <li>3) Reset assigned password (eight (8) to 14 characters, letters and numbers);</li> <li>4) Access classification (monitoring, management and/or investigative);</li> <li>5) Access to reports;</li> <li>6) Access to Blocked Number database;</li> <li>7) Access to specific Hot Line Recordings;</li> <li>8) Access to Recorded calls database;</li> <li>9) Access to Trouble ticket log;</li> <li>10) Span of Control;</li> <li>11) Ability to enter notes;</li> <li>12) Ability to read notes;</li> <li>13) Ability to view calls played; and</li> <li>14) Ability to view calls copied.</li> </ol> | M | Pass/Fail | Please Select... |  |
| COM-086 | CDCR IC+ AUTHORIZED USER PROFILE FUNCTIONALITY         | <p>CDCR staff CDR database access by:</p> <ol style="list-style-type: none"> <li>1) IC+ device ID;</li> <li>2) Bank or group of IC+ device sets;</li> <li>3) CDCR Facility Yard and Building;</li> <li>4) CDCR Facility;</li> <li>5) Statewide Adult and Juvenile Facilities and,</li> <li>6) CDCR staff access permissions.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-087 | IC+ Call Control Feature Package Parameter Settings    | <p>The CDCR Operations Manager shall have the ability to create, update and delete Call Control Feature parameters, including Feature Package assignments for:</p> <ol style="list-style-type: none"> <li>1) IC+ Calling Schedules;</li> <li>2) Time Between Completed IC+ Calls;</li> <li>3) IC+ Call Duration; and,</li> <li>4) IC+ Extra Dialed Digits Prevention.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| COM-088 | IC+ Blocked Number Administration                      | <p>The CDCR Operations Manager shall have the ability to create, update and delete numbers that are blocked for IC+ device by:</p> <ol style="list-style-type: none"> <li>1) Bank or group of IC+ device sets;</li> <li>2) CDCR Facility building/section;</li> <li>3) CDCR Facility;</li> <li>4) Statewide Adult and Juvenile Facilities; and,</li> <li>5) Statewide CDCR Facilities.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M | Pass/Fail | Please Select... |  |
| COM-089 | CDCR IC+ User Access to Specific CDCR Facilities       | <p>The IC+ Solution shall ensure that CDCR Operations Manager has the ability to create, update, and delete the list of specific facilities that each CDCR IC+ authorized user can access.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| COM-090 | Single IC+ Log-Ons                                     | <p>System software shall allow the CDCR Operations Manager to configure the IC+ to only allow single instance Log-Ons for CDCR IC+ Authorized User accounts. CDCR IC+ Authorized Users shall have the ability to only have a single Log-Ons and not have simultaneous logon capability for a single user account.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| COM-091 | Contractor Hosted Web-Based IC+ Management Application | <p>The IC+ Solution shall host a web-based IC+ Management application accessible to authorized users through specific networks designated by the CDCR Operations Manager. The web-based application shall provide the State with access to administrative tools, investigative capability, data search capabilities, service level agreement reports, training and other tools and reports as requested by the State.</p> <p>The web-based IC+ Management application shall be compatible with the latest versions of industry standard browsers for both PC and Apple platforms.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |

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| COM-092 | System Use Notification IC+ Log-In Screen                              | Upon log-in, the web-based IC+ Management application shall:<br>1) Display an approved system use notification message or banner before granting access to the IC+ service that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance, and state that:<br>a) Users are accessing an official information system;<br>b) System usage may be monitored, recorded, and subject to audit; and,<br>c) Unauthorized use is prohibited and subject to criminal and civil penalties.<br>2) Users must accept applicable terms and conditions, and the system must log the acceptance AND the system must reissue the requirement each time there is a change to the terms and conditions<br><br>The IC+ Solution shall modify the notice at the CDCR Operations Manager's request. | M | Pass/Fail | Please Select... |  |
| COM-093 | IC+ Log-Out Screen                                                     | The web based IC+ application shall allow the authorized user to Log-Out of the system prior to closing the web browser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| COM-094 | IC+ Concurrent Session Control                                         | The application shall limit the number of concurrent sessions for each system account to a single session.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| COM-095 | IC+ Management Application Session Expiration                          | The application shall default to a 15-minute time out user session after 15-minutes of inactivity and prevent further access to the system. This time out shall be configurable based on CDCR's requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |  |
| COM-096 | IC+ Remote Access Capability                                           | IC+ shall provide the capability for CDCR authorized staff to remotely access the investigative system through The IC+ Solution hosted web-based application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |  |
| COM-097 | Tracking Contractor Personnel IC+ Access                               | The IC+ shall track activity of Contractor personnel, including any Subcontractors that log-in to the IC+ system for any purpose, including viewing or editing data, systems administration and support, or other technical reasons.<br><br>The IC+ Solution personnel user accounts shall be assigned by the System Administrator at the individual level without the use of "generic" or "multi-user" accounts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| COM-098 | Tracking System and Operations Administrator's User Profile IC+ Access | The IC+ shall track all System and Operations Administrator's user activities, including modifications to system configuration, user privileges, data records, or other functions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| COM-099 | Non-Tracking User Class                                                | The IC+ shall have the ability to assign users who are not tracked or visible in the audit process. Non-Tracked users shall only be authorized by the CDCR Operations Manager.<br><br>This audit trail shall be available only to CDCR authorized staff and shall include failed access attempts, accessed or copied data, log-on duration, or other search criteria.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-100 | TRACKING IC+ ACCESS                                                    | The IC+ shall provide a method for tracking live monitoring and investigative activities and transactions conducted on the IC+ for each authorized user.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| COM-101 | Recordings and Monitoring                                              | The IC+ System shall log access to recordings for auditing purposes. Shall include at a minimum: CDCR Staff User that accessed recording, date and timestamp of access, whether recording was copied.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| COM-102 | Multiple IC+ Database Access                                           | The IC+ databases shall allow records access by multiple users from multiple locations while maintaining data integrity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| COM-103 | IC+ Database Search Capability                                         | The IC+ shall allow search and retrieval of all data as defined in the user profile, regardless of location. All databases shall be searchable on all fields. Search results shall be printable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | M | Pass/Fail | Please Select... |  |
| COM-104 | IC+ Export Data Format                                                 | At any time upon request, The IC+ Solution shall fulfill the State's request for IC+ data, including current and archived Call Detail Records (CDR), incarcerated people recordings, and information contained within the Facility Phone list database. The export data formats and storage media type will be defined by the State at the time of request. The data exports shall be:<br>1) Formatted in a pipe ( ) or comma (,) delimited formatted file and must be compatible with Microsoft Windows or Linux operating systems;<br>2) Supplied electronically in a secure format, as determined by CDCR Operations Manager at time of request; and,<br>3) Clearly noted data fields including the database schema.                                                                                                                                                          | M | Pass/Fail | Please Select... |  |
| COM-105 | IC+ Data File                                                          | Upon the request of the State, The IC+ Solution shall produce a comma delimited (*.CSV) text file of all call records and call record elements for a given timeframe. The request may be on an Ad Hoc or on a reoccurring monthly basis. Delivery of the file shall be within five (5) calendar days of the request. There shall be no limit to the time period of the requested data, from the beginning of the Contract period to the date of the request. The State may request that the data be filtered or sorted on any of the data elements.                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |

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| COM-106                                    | IC+ WEB SITE PORTALS                    | The IC+ Solution shall provide a IC+ public and private web portals. The public web portal shall address the needs of called parties. The private web portal will address the needs of the State staff required for the administration and oversight of the IC+ as well as the Authorized Investigative Users. The portals shall be accessible using the latest versions of industry standard browsers for both PC and Apple platforms. At the State's request, The IC+ Solution shall make system changes at no additional cost or increase to billing rates. The portal shall include the contact information for log in issues.                                                                                                                                                      | M | Pass/Fail | Please Select... |  |
| COM-107                                    | IC+ Public Web Site                     | The IC+ Solution shall provide and maintain a IC+ Public Web Site that shall be updated regularly. All information, data and forms must be approved by CDCR Operations Manager before posting to this web site. The web site shall include the following:<br>1) A list of all products and services with descriptions and product codes, including product and service features;<br>2) Contract language and amendments;<br>3) Customer's Frequently Asked Questions (FAQs);<br>4) Customer ordering instructions;<br>5) End-User Escalation Process;<br>6) URL to the IC+ on-line User Guide;<br>7) URL to State and/or CDCR web site;<br>8) Customer Service toll free numbers;<br>9) Customer service trouble reporting contact information; and,<br>10) Access to End User account. | M | Pass/Fail | Please Select... |  |
| COM-108                                    | IC+ Database Report Download Capability | Administrative control platform shall have the ability to on-demand view and download all content related to reports (photos, videos, etc) associated with an incarcerated people from a single screen. Search results shall be printable and downloadable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| COM-109                                    | Test Phone Numbers                      | The Contractor shall provide test phone numbers, for testing purposes, to verify functionality for each call type. The test number shall provide for a connect condition that is long enough to verify all call branding and other functionality. The Contractor shall not bill any parties for these test calls.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| <b>Training and Training Documentation</b> |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |           |                  |  |
| TR-001                                     | General IC+ Training Requirements       | The IC+ Solution shall provide a customized training plan as described in IC+ Training Plan approved by CDCR. The training shall employ an on-site, hands-on, classroom and train-the-trainer approach. The IC+ Solution will use Certified Trainers as described in Trainer Certification by CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |  |
| TR-002                                     | Training                                | The IC+ Solution shall provide Administration, Live Monitoring and Investigative Training on-site in a hands on environment following initial installation and prior to activation at each facility or location as identified by the CDCR PMs, or selected representative. Each site will require at a minimum two (2) training session during normal business hours as requested by the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |  |
| TR-003                                     | incarcerated people Training            | The IC+ Solution shall provide on-site training for incarcerated people in the use of the IC+ devices. The training shall take place following initial installation and prior to activation at each facility or location as identified by the CDCR PMs, or selected representative. Each site will require at a minimum two (2) training session during normal business hours as requested by the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| TR-004                                     | Trainer Certification by CDCR           | The IC+ Solution shall conduct a training class for the CDCR Operations Manager (or designated representative) prior to training at any of the CDCR facilities. This test class shall allow CDCR to direct modification of the training syllabus to match the actual CDCR environment and configuration, as well as to standardize the training format, materials and terms. Each of The IC+ Solution's trainers must obtain certification from the CDCR Operations Manager that the trainer has the skills and knowledge to effectively train the CDCR staff on the IC+.                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| TR-005                                     | Training Documentation                  | Contractor shall provide necessary training documentation (materials and user manuals) and/or access to training services on its Vendor-Hosted Secured Network Portal for all end users and administrators. Online training documentation and/or services shall be accessible twenty-four hours a day, seven days a week, three hundred sixty-five days a year (24x7x365).                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| TR-006                                     | IC+ incarcerated people Device Guide(s) | The IC+ Solution shall prepare and provide an incarcerated people guide that includes instructions in English and Spanish for CDCR approval. The guide will include instructions and contact information for log-in and operation of the IC+ device. The IC+ Solution shall provide a soft copy of the guide to CDCR via .pdf and .doc format and available on the Private Portal. The guide will be updated by The IC+ Solution annually or as needed when determined by the Contract Operations Manager.                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |

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| TR-007           | IC+ Live Monitoring User Guide                             | The IC+ Solution shall prepare and provide a IC+ Live Monitoring User Guide that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format. This User Guide shall be made available on The IC+ Solution's Private Web Site and shall be specific to the IC+. Hardcopies shall be laminated and posted at each IC+ Live Monitoring location. Electronic copies in .pdf and .doc format will be provided to CDCR and available on the IC+ Vendor-Hosted Secured Network Portal. The IC+ Solution shall modify the User Guide as directed by the State.                                                                                                                                                                                                                                                                                                                                                                                                                          | M  | Pass/Fail | Please Select... |  |
| TR-008           | IC+ User Guide for the Public Customer                     | The IC+ Solution shall prepare and provide a IC+ User Guide for the Called Party that provides instructions in English and Spanish to the CDCR Operations Manager for review and approval. The guide will include instructions and contact information for establishing IC+ accounts, receiving calls, blocking calls, frequently asked questions (FAQs), and clarification of all other issues that a called party may be concerned with. This User Guide will be made available on the IC+ Public Web site. Pamphlets will be mailed to customers by The IC+ Solution upon request. Soft copies in .pdf and .doc will be provided to CDCR and available on the IC+ Private Portal. The IC+ Solution shall input updates to the User Guide provided by the CDCR Operations Manager or as required.                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |
| TR-009           | IC+ USER MANUALS FOR CDCR AUTHORIZED STAFF                 | The IC+ Solution shall provide and maintain current IC+ User Manuals for CDCR Authorized Staff for all IC+ features.<br>1) Customized CDCR user manuals shall contain information that pertains specifically to CDCR authorized staff's use of the IC+ functionality. There shall be no references to any features or functionalities that are not provided in the IC+ environment.<br>2) CDCR user manuals shall contain detailed and clear instructions on the operation of the IC+ hardware and software.<br>3) CDCR user manuals shall be provided prior to the installation at the first correctional facility and subject to CDCR approval.<br>4) CDCR user manuals shall be updated at each site as software version updates and system configuration changes are made.<br>5) The CDCR user manuals may be copied by the State.<br>6) The IC+ Solution shall develop and maintain current hard-copy and online documentation of each CDCR user manual necessary for the IC+ and make the documentation available to CDCR upon request. | M  | Pass/Fail | Please Select... |  |
| TR-010           | IC+ On-Line Manual                                         | Contractor shall provide access to an on-line manual specific for the IC+. Authorized users will be able to search and find operating instructions for specific functionality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |  |
| TR-011           | IC+ Investigative User Guide                               | The IC+ Solution shall prepare and provide a User Guide for IC+ Investigative CDCR Staff that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format. This User Guide will be made available on The IC+ Solution's IC+ Private Web site and shall be specific to the IC+. Hard copies will be printed in a reproducible size, font and format. Electronic copies in .pdf and .doc format will be provided to CDCR and available on the IC+ Private Web site. The IC+ Solution shall modify the User Guide as directed by the State.                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| TR-012           | Public Customer Brochures                                  | Instructional brochures shall be available on-line to Public Customer explaining the branding, monitoring, and recording requirements for all IC+ services (where applicable). Upon request, The IC+ Solution shall provide soft copies of the brochures to the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M  | Pass/Fail | Please Select... |  |
| TR-013           | IC+ System Administration Manuals                          | The IC+ Solution shall develop and provide to the CDCR Operations Manager a user manual that describes the administration of the global system operation and configuration, whether network based or localized on-site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M  | Pass/Fail | Please Select... |  |
| <b>General</b>   |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |  |
| GEN-001          | Legal Disclaimer                                           | The solution should contain an acknowledgement, legal disclaimer on all activities by the caller or the sender that communications will be monitored, stored, and recorded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |  |
| GEN-002          | incarcerated people Personal Identification Numbers (PINs) | The IC+ Solution shall provide a IC+ service that has the capability to use of incarcerated people Personal Identification Numbers (PINs). The IC+ service shall have the capability to enable or disable the PIN functionality if the State elects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M  | Pass/Fail | Please Select... |  |
| GEN-003          | Disable screenshot ability                                 | The incarcerated and public should not be able to use the solution to take screenshots.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M  | Pass/Fail | Please Select... |  |
| GEN-004          | User Agreement                                             | Contractor shall allow CDCR the ability to modify user agreement language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M  | Pass/Fail | Please Select... |  |
| <b>E-Message</b> |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |           |                  |  |
| EM-001           | Sending and Receiving e-message                            | Ability for incarcerated people to send and receive non confidential e-message to friends and family                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M  | Pass/Fail | Please Select... |  |
| EM-002           | e-message ADA Compliance                                   | Contractor shall comply with all aspects of ADA compliance. ADA compliance shall be applied to all of the system and shall meet the all ADA requirements as they pertain to the End Users. Focus shall be to specifically comply with the ADA to ensure that the structural and programmatic access of this technology is designed and demonstrated as meeting those accessibility requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M  | Pass/Fail | Please Select... |  |
| EM-003           | e-message for Visually Impaired                            | Contractor shall propose solutions that would assist the visually impaired incarcerated people access to Incoming/Outbound e-messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MS | 9         | Please Select... |  |

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| EM-004 | Kiosk Usage Time Constraints                  | The solution shall allow CDCR to set time constraints of when the incarcerated people may utilize the kiosk. The use of kiosk default will be set to 20 minutes per session                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |  |
| EM-005 | Kiosk Session Restrictions                    | The solution shall require a two (2) hour gap between sessions. The number of times an incarcerated people may use the kiosk during the week shall be determined by the CDCR operations manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M  | Pass/Fail | Please Select... |  |
| EM-006 | e-message Limitations                         | The solution shall not limit the number of Inbound/Outbound e-messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |  |
| EM-007 | Wireless Shutdown Feature                     | The solution shall allow the CDCR operations manager the ability to shut down the wireless access point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M  | Pass/Fail | Please Select... |  |
| EM-008 | incarcerated people e-message Contacts        | The solution must be able to store incarcerated people contact and their e-message addresses. The solution shall also record and store the IP addresses utilized by the sending contact.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |  |
| EM-009 | Outgoing e-message Restrictions               | The solution must restrict all outbound e-messages to the incarcerated people approved contacts. Additionally, the solution must allow for the tracking and provide a database to conduct link analysis of the contacts to identify connectivity with incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | M  | Pass/Fail | Please Select... |  |
| EM-010 | incarcerated people e-message Contact Access  | The CDCR staff shall have access to the incarcerated people contacts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M  | Pass/Fail | Please Select... |  |
| EM-011 | Access to e-message                           | The solution shall allow the incarcerated people access to Incoming\Outbound e-message via the Kiosk and the Tablet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| EM-012 | incarcerated people ID Security               | Contractor shall provide the method of insuring incarcerated people ID security. This shall provide strong authentication (Biometric, 2FA, etc.) processes to lower the likelihood of credentials being shared or used by other incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | MS | 8         | Please Select... |  |
| EM-013 | Screening e-message                           | Incoming/outgoing e-message shall be screened by the system using keyword search before download is allowed. Keyword screening would evaluate risk level of e-mail. Unacceptable or questionable (moderate to high risk) e-mail shall be held or staged at a central location computer for CDCR approval before it is available for incarcerated people delivery or download. At minimum; Keyword search may be edited at any time. Keyword search shall be able to identify coded messages and e-messages in foreign language. The solution should also have the ability to restrict/ cancel delivery of e-messages that contain the identified keywords. Contractor solution shall provide the capability to maintain separate keywords search list for Inbound and Outbound e-messages. | M  | Pass/Fail | Please Select... |  |
| EM-014 | e-message Attachments                         | The solution shall have the ability for the Incoming e-message to include photos and Video Messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| EM-015 | Outbound e-message Restrictions               | The outbound e-messages shall not have the ability to include photos or Video Messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |  |
| EM-016 | e-message E-Card Attachments                  | The Outbound e-messages may allow the incarcerated people to attach a preapproved stock e-cards to the e-messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M  | Pass/Fail | Please Select... |  |
| EM-017 | e-message Photo Attachment Control            | The solution shall allow for separate view of photos from messages and the ability for CDCR staff to reject/accept any combination of those                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |  |
| EM-018 | Censored e-messages, Photos, and Attachments  | The solution must send an automated notification to the sender if an e-message, photo, and/or attachment was censored and not delivered due to CDCR Title 15 violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M  | Pass/Fail | Please Select... |  |
| EM-019 | e-message Approval                            | The solution shall have the capability for the CDCR to manage e-message approvals at either an institution level and or state level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| EM-020 | e-message Printing                            | The solution shall have the ability to allow the incarcerated people to print the e-message or photo. The solution shall allow the incarcerated people to print the photo in color or black and white at their own expense.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |  |
| EM-021 | e-message Printing Resources                  | Contractor shall furnish the required hardware and resources for printing of the e-messages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M  | Pass/Fail | Please Select... |  |
| EM-022 | e-message Retention                           | The Incoming\Outbound e-messages shall be available to CDCR for a minimum of 7 years. The IC+ shall allow an option to archive select e-messages for longer than 7 years due to pending litigation, prosecution, and investigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M  | Pass/Fail | Please Select... |  |
| EM-023 | e-message CDCR Administration                 | Select CDCR staff shall have full access to the Vendor-Hosted Secured Network Portal to perform a variety of tasks associated with administering, monitoring, and/or overseeing the Solution, including, but not limited to:<br>a) Granting and/or denying incarcerated people access to e-message services<br>b) Full ability to investigate any and all data related to CDCR, any incarcerated people and/or any of their family/friends who are/were registered on the Vendor-Hosted Secured Network and/or utilizing any service(s) made available through this Contract<br>c) Ability to track and investigative activities and transactions conducted on the IC+ for each authorized user                                                                                            | M  | Pass/Fail | Please Select... |  |
| EM-024 | e-message incarcerated people Activity Access | All incarcerated people e-message activity shall be stored and available to the CDCR from any computer without requiring special hardware or software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M  | Pass/Fail | Please Select... |  |

|                      |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |           |                  |  |
|----------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|------------------|--|
| EM-025               | Data Export                        | At any time upon request, The IC+ Solution shall fulfill the State's request for IC+ data, including current and archived incarcerated people contact list, incarcerated people e-messages, and transaction information including number inbound and outbound e-messages, photos, Video Messages, etc., contained within the IC+ database. The export data formats and storage media type will be defined by the State at the time of request. The data exports shall be:<br>1) Formatted in a pipe ( ) or comma (,) delimited formatted file and must be compatible with Microsoft Windows or Linux operating systems;<br>2) Supplied electronically in a secure format, as determined by CDCR Operations Manager at time of request; and,<br>3) Clearly noted data fields including the database schema. | M | Pass/Fail | Please Select... |  |
| EM-026               | Data File                          | Upon the request of the State, The IC+ Solution shall produce a comma delimited (*.CSV) text file of all data elements within the IC+ database for a given timeframe. The request may be on an Ad Hoc or on a reoccurring monthly basis. Delivery of the file shall be within five (5) calendar days of the request. There shall be no limit to the time period of the requested data, from the beginning of the Contract period to the date of the request. The State may request that the data be filtered or sorted on any of the data elements.                                                                                                                                                                                                                                                        | M | Pass/Fail | Please Select... |  |
| EM-027               | e-message Font Restriction         | The solution shall only allow e-messages to be typed in black font                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| EM-028               | e-message Foreign Language         | The solution shall at a minimum allow incarcerated people to send outbound messages in English and Spanish.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M | Pass/Fail | Please Select... |  |
| EM-029               | e-message to CDCR Staff            | The solution shall allow the incarcerated people to send Outbound e-message to selected CDCR group/staff designated by the operations manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| <b>Photograph</b>    |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |           |                  |  |
| PH-001               | Receiving Photos                   | The solution shall have the capability for the incarcerated people to receive photos, both separately or attached to Incoming e-messages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| PH-002               | Preventing Outgoing Photos         | The solution shall prevent and restrict the incarcerated people to send photos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |  |
| PH-003               | Screening Photos                   | Incoming photos shall be screened by the system before download is allowed. Screening would evaluate risk level of the photo. Unacceptable or questionable (moderate to high risk) photos shall be held or staged at a central location for CDCR approval before it is available for incarcerated people delivery or download.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |
| PH-004               | Censored Photos                    | The solution must send an automated notification to the sender if a photo was censored and not delivered due to CDCR Title 15 violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| PH-005               | Photo Printing                     | The solution shall allow the incarcerated people to print the photo in either black and white or color without printing the accompanying e-message                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| PH-006               | Photo Printing Resources           | Contractor shall furnish the required hardware and resources for printing of the photos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |  |
| PH-007               | Photo Retention                    | The Incoming photos shall be available to CDCR for a minimum of 7 years. The IC+ shall allow an option to archive select photos for longer than 7 years due to pending litigation, prosecution, and investigation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| <b>Video Message</b> |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |           |                  |  |
| VC-001               | Receiving Video Message            | The solution shall have the capability for the incarcerated people to receive Video Messages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| VC-002               | Video Message Duration             | The Video Messages shall be limited to a duration of 30 seconds or less.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M | Pass/Fail | Please Select... |  |
| VC-003               | Preventing Outgoing Video Messages | The solution shall prevent and restrict the incarcerated people to send or produce Video Messages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| VC-004               | Screening Video Messages           | Incoming Video Messages shall be screened by the system before download is allowed. Screening would evaluate risk level of the Video Message. Unacceptable or questionable (moderate to high risk) clip shall be held or staged at a central location for CDCR approval before it is available for incarcerated people delivery or download.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| VC-005               | Censored Video Messages            | The solution must send an automated notification to the sender if a Video Message was censored and not delivered due to CDCR Title 15 violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |  |
| VC-006               | Video Message Access               | The Video Messages shall be available on the Kiosk or the Tablet for the incarcerated people to view.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M | Pass/Fail | Please Select... |  |
| VC-007               | Video Message Retention            | The Incoming Video Messages shall be available to CDCR for a minimum of 7 years. The IC+ shall allow an option to archive select Video Messages for longer than 7 years due to pending litigation, prosecution, and investigation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| <b>e-Letter</b>      |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |           |                  |  |
| EL-001               | Sending e-Letter                   | The solution shall provide the capability for friends and families to send an e-Letter to the incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M | Pass/Fail | Please Select... |  |
| EL-002               | e-Letter Service                   | The service shall be available to the friends and families via The IC+ Solution's website and shall not require special hardware or software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M | Pass/Fail | Please Select... |  |
| EL-003               | Screening e-Letter                 | Incoming e-Letters shall be screened by the system by keyword search before download is allowed. Keyword screening would evaluate risk level of the e-Letter. Keyword search shall be able to identify coded messages and e-letters in foreign language. Unacceptable or questionable (moderate to high risk) letter shall be held or staged at a central location for CDCR approval before it is available for incarcerated people delivery or download.                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| EL-004               | Censored e-Letter                  | The solution must send an automated notification to the sender if an e-Letter was censored and not delivered due to CDCR Title 15 violations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M | Pass/Fail | Please Select... |  |
| EL-005               | e-Letter Printing                  | Designated CDCR staff shall be able to print the e-Letter via The IC+ Solution's solution without requiring special hardware or software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M | Pass/Fail | Please Select... |  |
| EL-006               | e-Letter Printing Resources        | Contractor shall furnish the required hardware and resources for the printing of the e-Letters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |

|        |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |           |                  |  |
|--------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|------------------|--|
| EL-007 | e-Letter Retention              | The incoming e-Letter shall be available to CDCR for a minimum of 7 years. The IC+ shall allow an option to archive select e-Letters for longer than 7 years due to pending litigation, prosecution, and investigation.                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |  |
|        | Scanned Mail                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |           |                  |  |
| SM-001 | Receiving Scanned mail          | The solution shall provide the capability for incarcerated people to receive scanned physical mail                                                                                                                                                                                                                                                                                                                                                                          | DS | 9         | Please Select... |  |
|        | Voice-message                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |           |                  |  |
| VM-001 | Receiving Voice-message         | The solution shall provide the capability for incarcerated people to receive incoming voice-messages.                                                                                                                                                                                                                                                                                                                                                                       | DS | 3         | Please Select... |  |
| VM-002 | Voice-message Hardware/Software | The service shall not require any special hardware or software to leave a voice-message for the incarcerated people.                                                                                                                                                                                                                                                                                                                                                        | DS | 3         | Please Select... |  |
| VM-003 | Retrieving Voice-message        | The solution shall allow the incarcerated people to retrieve voice-messages via the Telephone, Kiosk or the Tablet                                                                                                                                                                                                                                                                                                                                                          | DS | 3         | Please Select... |  |
| VM-004 | Screening Voice-message         | Incoming voice-messages shall be screened by the system by keyword search before being released to the incarcerated people. Screening would evaluate risk level of the voice-message. Keyword search shall be able to identify coded and foreign language messages. Unacceptable or questionable (moderate to high risk) voice-message shall be held or staged at a central location for CDCR approval before it is available for incarcerated people delivery or download. | DS | 3         | Please Select... |  |
| VM-005 | Voice-message Retention         | The Incoming voice-messages shall be available to CDCR for a minimum of 7 years. The IC+ shall allow an option to archive select voice-messages for longer than 7 years due to pending litigation, prosecution, and investigation.                                                                                                                                                                                                                                          | DS | 2         | Please Select... |  |
|        | Survey                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |           |                  |  |
| SV-001 | Survey Creation                 | The solution shall allow CDCR authorized user roles to create survey on the administrative platform. The survey creation process should be intuitive and user-friendly, allowing the addition of questions, response options, and relevant details.                                                                                                                                                                                                                         | M  | Pass/Fail | Please Select... |  |
| SV-002 | Survey Dissemination            | Only CDCR authorized roles should be able to send the surveys to designated users or group of users                                                                                                                                                                                                                                                                                                                                                                         | M  | Pass/Fail | Please Select... |  |
| SV-003 | Results Visibility              | CDCR authorized user roles should have access to survey results, including response data and analytics.                                                                                                                                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |  |

| <b>Bidder's Name:</b>                            |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                      |                                         |
|--------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------|-----------------------------------------|
| <b>CATEGORY: CDCR Staff Tools &amp; Services</b> |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                      |                                         |
| Req #                                            | Function                                           | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Type         | Maximum Points       | Bidder Agrees to Meet Requirement (Y/N) |
| <b>MTS-100</b>                                   | <b>Management Tools and Support Services</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                      |                                         |
| MTS-101                                          | Management System                                  | Provide an overall management system to be used by authorized CDCR Staff to Manage, Monitor, Track, and Investigate all Users (incarcerated people and Customers) usage, privileges, communication, and activities.                                                                                                                                                                                                                                                                                                            | MS           | 10                   | Please Select...                        |
| MTS-102                                          | Flag and Monitor incarcerated people Communication | Provide the capability for IGI/ISU to flag and monitor all inbound and outbound communication to/from specific incarcerated people and customers for investigative purposes.                                                                                                                                                                                                                                                                                                                                                   | M            | Pass/Fail            | Please Select...                        |
| MTS-103                                          | Customized Alerts                                  | Contractor shall provide the capability for CDCR staff to set or customize alerts based on incarcerated people and customer activity. Alerts will be sent to CDCR staff member via email, SMS, or other appropriate means as specified by CDCR.                                                                                                                                                                                                                                                                                | M            | Pass/Fail            | Please Select...                        |
| MTS-104                                          | Confidential Information/Communication             | Provide the capability for incarcerated people to confidentially provide information to Investigation Services Unit (ISU) or Institutional Gang Investigator (IGI).<br>• No record of submission should be left on tablet for safety of incarcerated people.<br>ISU confidential info channel for submission.<br>Reporting icon to provide confidential information to ISU<br>• Must have the ability to look unused after correspondence sent from Tablet                                                                     | MS           | 10                   | Please Select...                        |
| MTS-105                                          | Staff Training                                     | Staff trained by The IC+ Solution on approved systems and how the system may be compromised by incarcerated people. The IC+ Solution shall provide ongoing live instructor-led training at least two times a year to CDCR staff for various roles on the current features specific to their role.<br>All training materials accessible to CDCR staff or incarcerated people must be kept up to date with any changes that affect their material in any way. These materials must also be easy to access.                       | M            | Pass/Fail            | Please Select...                        |
| <del>MTS-106</del>                               | <del>Metrics Reporting</del>                       | <del>Provide Weekly and Monthly Metrics Reports as specified by CDCR</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <del>M</del> | <del>Pass/Fail</del> | <del>Please Select...</del>             |
| MTS-107                                          | Customer Support                                   | Provide a 24/7/365 Help Desk to respond to customers consisting of CDCR staff, incarcerated people, and outside customers accessing contractor's services. The Help Desk must have:<br>• Single toll free number for customers to call<br>• Capability for a customer to submit a Trouble Ticket via email<br>• Knowledgeable staff to accurately respond to inquiries and support request<br>• Ability to track and monitor the Trouble Tickets<br>• Ability for the ticket to remain open until the issues has been resolved | M            | Pass/Fail            | Please Select...                        |



|                                        |                                          |                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
|----------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| Bidder's Name:                         |                                          |                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
| CATEGORY: Incarcerated people Services |                                          |                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
|                                        |                                          |                                                                                                                                                                                                                                                                                                                                                                                                  |      |                | Bidder's Response                       |                                                              |
| Req #                                  | Function                                 | Requirement Description                                                                                                                                                                                                                                                                                                                                                                          | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| OSR-100                                | Incarcerated People Restitution Services |                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
| OSR-101                                | Direct Payments from Outside Sources     | The Contractor's account shall provide CDCR the ability to deposit through trust accounts or can transfer <del>go</del> directly to an account to pay for goods and services offered by the vendor. If deposits go through trust account the contractor shall ensure the incarcerated can then transfer funds from trust account to vendor account for goods and services offered by the vendor. | M    | Pass/Fail      | Please Select...                        |                                                              |

| Bidder's Name:                                     |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                         |                                                              |
|----------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| CATEGORY: Incarcerated People Information Services |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                         |                                                              |
| Req #                                              | Function                                                                           | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Bidder's Response                                            |
|                                                    |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                         | Describe the Proposed Solution to Meet or Exceed Requirement |
| OIS-100                                            | incarcerated people Information Services                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |                |                                         |                                                              |
| OIS-101                                            | CDCR Policies, Rules, Regulations, Operations Procedures, Manuals, and Information | Contractor shall provide the capability for CDCR to download and update CDCR Policies, Rules, Regulations, Operating Procedures, Manuals, and Information for the incarcerated people to access electronically via the incarcerated people Tablet/Kiosk. The IC+ Solution must be able to support a variety of formats such as, PDFs, videos, sound clips, slide shows, etc. The IC+ Solution shall provide the storage and distribution for the incarcerated people information files. The following are some samples of the documents and files that will be included: <ul style="list-style-type: none"><li>• Title 15</li><li>• Departmental Operations Manual (DOM)</li><li>• Institutional Orientation Manual</li><li>• incarcerated people Advisory Committee Minutes</li><li>• Prison Rape Elimination Act (PREA) Information and Policy</li><li>• Court Compliance Information</li><li>• Departmental Regulations</li><li>• Institution Handbook</li><li>• DJJ Orientation Material<ul style="list-style-type: none"><li>• Youth Rights</li><li>• Behavior Management System Information</li></ul></li><li>• Approved Vendor Catalogs</li><li>• Restitution Guide for incarcerated people</li><li>• Restitution Responsibility Information for Adult incarcerated people</li><li>• Office of Victim &amp; Survivor Rights &amp; Services Information</li><li>• Etc.</li></ul> | M    | Pass/Fail      | Please Select...                        |                                                              |
| OIS-103                                            | Frequently Asked Questions (FAQs) for Changes                                      | Provide the capability for incarcerated people to access and view FAQ's for new and forthcoming changes (i.e. PROP releases, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M    | Pass/Fail      | Please Select...                        |                                                              |
| OIS-104                                            | Distribute Information Directly to incarcerated people                             | Provide the capability to distribute information and important announcements directly to incarcerated people as a pop-up when they log on to the Tablet/Kiosk or as a notification on the display.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DS   | 9              | Please Select...                        |                                                              |
| OIS-105                                            | Incarcerated data availability                                                     | CDCR desires the incarcerated people to be able to access their messages and photos when paroled / released. In a similar fashion, CDCR desires the incarcerated people to be able to have their messages and photos transferred to another platform if the project is transitioned to another vendor. If offered, The IC+ Solution should describe their solution(s) and costs to make this work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DS   | 6              | Please Select...                        |                                                              |

**Bidder's Name:**

**CATEGORY: Incarcerated people Services**

| Req #  | Function                                                | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                       | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
|--------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| OS-100 | incarcerated people Services                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |                |                                         |
| OS-101 | Access to CDCR and Third Party Content and Applications | The IC+ Solution shall provide the capability for the incarcerated people to access CDCR and Third Party developed application and contents such as CDCR's Education Learning Management System (Canvas) and Rehabilitative Services, Health Care Services, Law Library, Trust Account, Appeals & Grievance and Canteen Services. The IC+ Solution shall work with the CDCR Operations Manager to implement the CDCR and Third Party application and content. | M    | Pass/Fail      | Please Select...                        |

| Bidder's Name:                              |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                |                                         |
|---------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| CATEGORY: Incarcerated people Entertainment |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                |                                         |
| Req #                                       | Function                                   | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
| ENT-100                                     | Incarcerated People Entertainment Services |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                |                                         |
| ENT-101                                     | Control Access to Entertainment Features   | Contractor should provide the capability for authorized CDCR staff to manage the incarcerated people's access to the entertainment features of the Tablet/Kiosk. Authorized CDCR staff should have the capability to:<br>1) Deny and/or suspend access by individual incarcerated people or group of incarcerated people<br>2) Set and enforce time constraints for access to entertainment features<br><del>3) Set access limitations based on privilege group, program, and disciplinary action</del>                                                                                                                                                                                                                                                                                                                                                                                                                                     | DS   | 3              | Please Select...                        |
| ENT-102                                     | Removal of Data, Programs, and Media       | Contractor should provide the capability for authorized CDCR staff to deny access to or remove any data, programs or media, made available to incarcerated people that are found to be in violation of its policies. The IC+ Solution must have a system/process for filtering Games, Music, and Video/Movies that are unsuitable for the correctional environment due to <del>excessive depictions of sex, violence, and drug use.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DS   | 3              | Please Select...                        |
| ENT-103                                     | Access to e-Books                          | The contractor should provide the ability for incarcerated people to access an e-book subscription service. The e-Books catalog being offered to incarcerated people must be pre-approved by CDCR and meet the guidelines for appropriate reading material within the institutions. The Contractor should provide a catalog of offerings, and describe if the content is available to incarcerated people for free, or available in a paid subscription. If available in a paid subscription, the Contractor should present the cost for the subscription. The catalog can be provided online via a link for CDCR to review. The catalog of offerings and pricing should be available to the incarcerated people prior to ordering the e-book subscription.                                                                                                                                                                                 | DS   | 2              | Please Select...                        |
| ENT-104                                     | Access to Games                            | The contractor should provide the ability for incarcerated people to access a game subscription service. The Game catalog being offered to the incarcerated people must be pre-approved by CDCR and meet the guidelines for level of appropriateness within CDCR's correctional setting. Contractor should provide a catalog of offerings, and describe if the content is available to incarcerated people for free, or available in a paid subscription. If available in a paid subscription, the Contractor should present the cost for the subscription. The catalog can be provided online via a link for CDCR to review. The catalog of offerings and pricing should be available to the incarcerated people prior to ordering the game subscription.                                                                                                                                                                                  | DS   | 2              | Please Select...                        |
| ENT-105                                     | Access to Music                            | The contractor should provide the ability for incarcerated people to access a music subscription service. The Music catalog being offered to the incarcerated people must be pre-approved by CDCR and meet the guidelines for level of appropriateness within CDCR's correctional setting. Contractor should provide a catalog of offerings, and describe if the content is available to incarcerated people for free, or available in a paid subscription. If available in a paid subscription, the Contractor should present the cost for the subscription. The catalog can be provided online via a link for CDCR to review. The catalog of offerings and pricing should be available to the incarcerated people prior to ordering the music subscription.                                                                                                                                                                               | DS   | 2              | Please Select...                        |
| ENT-106                                     | Access to Videos/Movies/TV Shows           | The contractor should provide the ability for incarcerated people to access a Video/Movies/TV Shows subscription. The Video/Movie/TV Show catalog being offered to the incarcerated people must be pre-approved by CDCR along with all future content added to the catalog. All content should meet the guidelines for level of appropriateness within CDCR's correctional setting and be reviewed by Contractor in advance prior to submitting to CDCR. Contractor should provide a catalog of offerings, and describe if the content is available to incarcerated people for free, or available in a paid subscription. If available in a paid subscription, the Contractor should present the cost for the subscription. The catalog can be provided online via a link for CDCR to review. The catalog of offerings and pricing should be available to the incarcerated people prior to ordering the Video/Movies/TV Shows subscription. | DS   | 2              | Please Select...                        |

**EXHIBIT 21: TECHNICAL REQUIREMENTS Instructions**

This workbook must be completed by the Bidder and submitted as part of their Final Proposal.  
The following worksheets are included in the EXHIBIT 21: TECHNICAL REQUIREMENTS:

- Telephones Worksheet
- VRS-~~ASL-VCS~~ Worksheet
- Video Calling Service Worksheet
- Tablet Worksheet
- Kiosk Worksheet
- Infrastructure Worksheet
- Network Worksheet
- Interfaces Worksheet
- Security Worksheet
- Web-based Applications Worksheet
- Reports Worksheet
- Data Backups Worksheet

The requirements are presented in the following manner.

**Category**

The high level organization of the Requirements.

**Req #**

The unique ID number associated with each Requirement.

**Function**

The functional goal category for the Requirements.

**Requirement Description**

The description of the actual Requirement.

**Type**

The requirement type, as follows:

- M** - Mandatory; all responsive proposals must meet these requirements.
- MS** - Mandatory Scored; all responsive proposals must meet these requirements. Score is based upon the ability of the Bidder to describe solution functionality identified in the requirement, method to achieve the requirement, and other factors/features.

**DS** - Desirable Scored; requirement is not mandatory to meet. If it is included, score is based upon the ability of the Bidder to describe solution functionality identified in the requirement, method to achieve the requirement, and other factors/features.

**Maximum Points**

The maximum points assigned to the requirement (if MS or DS) or pass/fail if the requirement is M.

**Bidder's Response**

**The Bidder must complete all yellow highlighted cells.**

**Bidder Agrees to Meet Requirement (Yes/No)**

Bidder shall select either "Yes" or "No" in this column. Note: any proposal which does not include a "Yes" after every Mandatory or Mandatory Scored requirement will be considered non-responsive and disqualified from contract award.

**Describe the Proposed Solution to Meet or Exceed Requirement.**

Bidders must provide a description of the proposed solution to meet or exceed the requirement. A description must be provided for (MS) Mandatory Scored type requirements. Requirement type specified as (DS) Desirable Scored are optional; however, no points will be awarded if this column is left blank. References to Marketing Materials or Literature are NOT acceptable.

| <b>Bidder's Name:</b>       |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |                |                                         |
|-----------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| <b>CATEGORY: Telephones</b> |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |                |                                         |
| Req #                       | Function                                      | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
| TEL-101                     | Telephone Hardware And Enclosure Requirements | The Contractor shall provide and install all the telephone equipment at each correctional facility and location covered by this Contract at no cost to the State. Telephone sets will be used by incarcerated people to place calls via the IC+. The Contractor shall be responsible for all modifications to existing enclosures necessary to mount the proposed telephone set. The Contractor shall install additional telephones and related hardware over the term of the Contract, as required by the State, at no cost to the State, and no increase to the calling rates.                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail      | Please Select...                        |
| TEL-102                     | Telephones                                    | The telephones shall be able to be mounted to concrete walls, stainless steel shrouded columns, mobile carts, or internal/external enclosures and constructed as follows:<br>1) 14-gauge (or heavier) steel case with dimensions that do not exceed those that allow for proper mounting within a 14" H x 7" W surface area. Exception: outside telephones may have a larger surface area dimension;<br>2) Stainless steel (colored telephones are not acceptable);<br>3) Heavy chrome metal keypad bezel, buttons, and hook switch lever;<br>4) Security screws having a head design requiring a special tool of controlled availability for removal (i.e., pinned "Allen" or "Torx" head socket fasteners);<br>5) Bonded handset;<br>6) Armored cord;<br>7) Cannot be disassembled and used as weapons; and,<br>8) No removable parts, including receiver ear and mouthpieces, and the window for dialing instructions. | M    | Pass/Fail      | Please Select...                        |

| <b>Bidder's Name:</b>        |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |                |                                         |
|------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| <b>CATEGORY: VRS/ASL-VCS</b> |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |                |                                         |
| Req #                        | Function                                      | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
| VRS-101                      | VRS/ <del>ASL-VCS</del> Hardware Requirements | The Contractor shall provide and install all the VRS/ <del>ASL-VCS</del> equipment at each correctional facility and location covered by this Contract at no cost to the State. VRS/ <del>ASL-VCS</del> sets will be used by incarcerated people to place calls via the IC+. The Contractor shall be responsible for all modifications to existing enclosures necessary to mount the proposed VRS/ <del>ASL-VCS</del> set. The Contractor shall install additional VRS/ <del>ASL-VCS</del> equipment and related hardware over the term of the Contract, as required by the State, at no cost to the State, and no increase to the calling rates. | M    | Pass/Fail      | Please Select...                        |
| VRS-102                      | VRS/ <del>ASL-VCS</del> Monitors              | Monitors must be Energy Star compliant with a minimum level of EPEAT Bronze. Monitors must be a minimum of 15 inch in size across the diagonal, having an associated graphics control board with video drivers. Monitor shall be able to withstand operating temperatures of 105 degrees Ferenheit and 100% humidity.                                                                                                                                                                                                                                                                                                                             | DS   | 3              | Please Select...                        |



| Bidder's Name:                         |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |                |                                         |                                                              |
|----------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| CATEGORY: Video Calling Services (VCS) |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |                |                                         |                                                              |
|                                        |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |                | Bidder's Response                       |                                                              |
| Req #                                  | Function                  | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| VCS-101                                | VCS Hardware Requirements | The Contractor shall provide and install all the VCS equipment at each correctional facility and location covered by this Contract at no cost to the State. Equipment will be used by incarcerated people to place video calls via the IC+. The Contractor shall be responsible for all modifications to existing enclosures necessary to mount the proposed equipment. The Contractor shall install additional VCS equipment and related hardware over the term of the Contract, as required by the State, at no cost to the State, and no increase to the calling rates. The IC+ shall allow flexibility for Video Calling from locations as determined by the State.                                                                                                                      | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-102                                | VCS Monitors              | Monitors must be Energy Star compliant with a minimum level of EPEAT Bronze. Monitors must be a minimum of 15 inch in size across the diagonal, or big enough to identify all callers in span of control and having an associated graphics control board with video drivers. Monitor shall be able to withstand operating temperatures of 105 degrees Fahrenheit and 100% humidity.                                                                                                                                                                                                                                                                                                                                                                                                          | DS   | 3              | Please Select...                        |                                                              |
| VCS-103                                | VCS Touch Screen          | Touch screen must be secure, safe and capable of withstanding heavy usage in a correctional environment. It must be scratch-resistant. Contractor shall provide any special care required to keep the screen clean, and prolong the viewing and usage life expectancy. Touch screen shall not be of the "overlay" or "membrane" type. If "surface acoustic" or "capacitive" technology is not utilized, the contractor must provide an explanation of why another technology is being proposed. Touch screen monitor must reduce the ability to view the screen when viewed from the side to prevent others from viewing the display.                                                                                                                                                        | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-104                                | VCS Non-Programmable      | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-105                                | VCS Identifiers           | All VCS shall use unique identifiers, provided by the CDCR Operations Manager, that will be referenced in all database files. The identifiers shall include the site, yard, and housing unit at a minimum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-106                                | Volume and Noise Control  | All of the VCS shall be equipped with volume controls which allow the incarcerated people to amplify the called party's voice. VCS shall reduce background noise through the use of confidencers or directional microphones in the handset or device.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-108                                | Armored Handset Cord      | The armored handset cords for the VCS handsets shall be equipped with a steel lanyard securely fastened into the handset and not terminated at the entrance to the handset. The armored handset cords shall be designed to withstand 1,000 pounds of pull strength. The length of the cord shall be 18 to 36 inches as approved by CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                  | M    | Pass/Fail      | Please Select...                        |                                                              |
| VCS-108a                               | Use of Headphones         | VCS shall allow for optional use of headphones using 3.5mm jack                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DS   | 5              | Please Select...                        |                                                              |
| VCS-109                                | VCS Enclosures            | The Contractor shall provide VCS installed inside; mounted on a wall, or have the option to be attached to a pedestal. The VCS enclosures shall provide privacy for the incarcerated people, but allow the incarcerated people to be visually accessible by CDCR staff. The Contractor shall provide the VCS with background blurring software/feature or partitions as determined by the CDCR Operations Manager.<br><br>Prior to installation, CDCR will inspect all enclosures, shelves, pedestals, and other mounting apparatus to ensure requirements are met.<br><br>The enclosures must contain all hardware and software necessary to provide a "turnkey" enclosure that provides VRS and ASL VCS services. Contractor shall ensure that all hardware is contained within enclosure. | M    | Pass/Fail      | Please Select...                        |                                                              |

|         |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |    |           |                  |  |
|---------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|------------------|--|
| VCS-110 | VCS Enclosure Design Requirements                  | The video phone enclosure design shall be constructed as follows:<br>1) 14-gauge (or heavier) steel case;<br>2) Rugged steady beaded welded construction that is weather-resistant;<br>3) Powder coated finish that is stainless steel or must be of a neutral color and easily cleaned;<br>4) Tamper proof fasteners shall be corrosion-resistant, hardened, high-strength, plated or stainless steel metal fasteners of size and type best suited for intended application, having head design requiring special tool of controlled availability for removal. Authorized removable fasteners include: McGard "Intimidator" fasteners including screws, bolts, and nuts; and pinned "Allen" or "Torx" head socket fasteners. Spanner Head Screws or one-way removable screws are not permitted.<br>5) Shall not have removable parts, glass, sharp edges, or Plexiglas or similar material;<br>6) Shall have no portion that be disassembled and used as weapons;<br>7) No removable parts, including receiver ear and mouthpieces, and the window for dialing instructions.<br>8) Enclosures shall contain Heavy duty locking mechanisms, hinges, door mechanisms capable of resisting incarcerated people tampering and vandalism.<br>9) Enclosure must have adequate ventilation to include fans if needed for components. | M  | Pass/Fail | Please Select... |  |
| VCS-111 | VCS Enclosure Mounting Requirements                | The VCS must have the ability to be anchored to the floor and or the wall. Security fasteners will be used to secure the enclosure to the wall and/or floor.<br>Surface-mounted VCS must have no access to the back of the enclosure.<br>The Contractor shall ensure that each enclosure can be easily unsecured from the floor or the wall by authorized personnel. Enclosure must have sealed opening(s) for power, phone and data lines as needed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M  | Pass/Fail | Please Select... |  |
| VCS-112 | Americans with Disabilities Act (ADA) Requirements | Video Calling sets and enclosures shall meet all ADA requirements and ADA Accessibility Guidelines (ADAAG) as appropriate for new construction or alteration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M  | Pass/Fail | Please Select... |  |
| VCS-113 | VCS Background Blurring                            | The VCS shall have the capability of blurring the background and focus only on the incarcerated people face to enable safety and security of staff and other incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DS | 8         | Please Select... |  |

| Bidder's Name:   |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |                |                                         |
|------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| CATEGORY: Tablet |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |                |                                         |
|                  |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |                |                                         |
| Req #            | Function                         | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
| TAB-100          | Tablet Features and Requirements |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |                |                                         |
| TAB-101          | Tablet Hardware Requirements     | Provide portable devices that meet the following hardware requirements:<br>1) Integrated 3.5mm audio headphone / microphone combo port<br><del>2) Wi-Fi capable, which is administrable at the OS or other 3rd party utility level (can enable and disable as needed)</del><br><del>3) Possess a 802.11 wireless radio that supports the 5ghz spectrum. Tablet will only be allowed to operate on the 5Ghz spectrum.</del><br>2) Capable of connecting to a secured wireless network<br>4) Ability to use a management device to identify approximate location of Tablet (at a minimum housing unit) when powered on with feature that cannot be disabled by a user<br><del>5) Integrated microphone with noise cancelling technology</del><br>6) Gravity sensor function for automated screen orientation<br>7) UL and FCC certified<br>8) Brightness adjustment for screen and ambient light sensor — the<br>9) Optionally possess an ability to attach an external QWERTY keyboard or have the ability to be utilized with an keyboard peripheral<br>9) Tablet must not have bluetooth capability or must be disabled at the OS or other 3rd party utility security level and prevented from being enabled by incarcerated people and CDCR staff. | M    | Pass/Fail      | Please Select...                        |

|         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                  |
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| TAB-102 | Tablet Camera               | <del>Tablets will not be equipped with a Camera. If the Tablet contains a camera, the camera must be capable of being disabled at the OS or other 3rd party utility security level and prevented from being enabled by incarcerated people and CDCR staff.</del><br>Tablets will be equipped with a Camera. The camera must be capable of being disabled at the OS or other 3rd party utility security level and prevented from being enabled by incarcerated people and CDCR staff.                                                                                                                   | M  | Pass/Fail | Please Select... |
| TAB-103 | Clear View Technology       | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |
| TAB-104 | Tablet Identification       | Contractor shall ensure the device is electronically assigned to incarcerated people. Tablet assignment shall not require scribing.-no scribing.<br>The intent of this requirements is to eliminate the need to physically scribe or engrave the Tablets. The Tablet's unique identification must be externally displayed, easily readable, and be protected so that it cannot be removed. The identification must be visible by CDCR staff.                                                                                                                                                           | MS | 8         | Please Select... |
| TAB-105 | Searchable Tablet           | Contractor shall ensure that the Tablet is readily searchable by selected, authorized staff. This will allow authorized staff to login into the tablet and search for content that may pose a security or safety concern, or may contain illegal/contraband material.                                                                                                                                                                                                                                                                                                                                  | M  | Pass/Fail | Please Select... |
| TAB-106 | Abuse and Tamper Resistance | Tablet must be designed and built to withstand abuse and prevent tampering.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M  | Pass/Fail | Please Select... |
| TAB-107 | Charging Requirements       | Contractor shall provide tablets that are rechargeable using standard 120 V/60Hz AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations. Portable power adapter must be clear view technology. <del>and use a barrel connection.</del> If charging stations are used, they must be constructed to only adapt to the tablets and no other device. Contractor shall provide charging carts for bulk charging the tablets. The CDCR Operations Manager will determine the location requiring charging carts. | M  | Pass/Fail | Please Select... |
| TAB-108 | Prolonged Battery Life      | Tablet must be able to withstand a minimum of 6 hours of heavy use with a single charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M  | Pass/Fail | Please Select... |

|         |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |    |           |                  |
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| TAB-109 | Pinch and Zoom for Touch Screen Devices      | The Tablet with touch screen capability must have the ability to pinch and zoom to allow users to view content without having to scroll side to side (right and left). The requirement is to ensure that items viewed on the device are able to be adjusted in size to avoid the incarcerated people having to scroll. However there are cases where in order to view the item or text in a readable size for the incarcerated people, the viewing size must be increased which may require the incarcerated people to scroll or page over to view content.<br>The desire is to have the Tablet/device default to be able to resize and view all content without having to scroll. Then the incarcerated people could zoom in or enlarge the content for readability.<br>For non-touch screen devices, resolution changes must be possible to avoid scrolling. | M  | Pass/Fail | Please Select... |
| TAB-110 | Tablet Software Requirements                 | Provide portable devices that meet the following software requirements:<br>1) Static and streaming video playback formats: MP4, M4V, 3GP, 3G2, WMV, ASF, AVI, FLV, MKV, WEBM<br>2) Static and streaming audio playback: MP3, M4A, 3GA, AAC, OGG, OGA, WAV, WMA, AMR, AWB, FLAC, MIDI<br>3) Graphics viewing in common file types such as .gif, .jpg, .bmp<br>4) Proprietary and open source electronic book capable (e.g. pdb, .epub, .pdf, etc.)<br>5) Compatible to work with open source software sourced through industry standard providers (Google, Microsoft, Apple), depending on device OS<br>6) Text to speech, voice to text, and other standard ADA feature capabilities<br>7) Screen response and refresh times to be less than 3 seconds, regardless of function in use.                                                                         | M  | Pass/Fail | Please Select... |
| TAB-112 | Tablet Screen Size                           | Contractor shall provide Tablets that have at least an eight (8) 7 inch in size across the diagonal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |
| TAB-114 | incarcerated people Long Term Identification | Integrate an incarcerated people ID functionality to Tablet operation for long term identification tracking purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DS | 5         | Please Select... |

| <b>Bidder's Name:</b>  |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                |                                         |
|------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|
| <b>CATEGORY: Kiosk</b> |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                |                                         |
|                        |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                | <b>Bid</b>                              |
| Req #                  | Function                                           | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) |
| KOS-001                | Abuse and Tamper Resistance                        | Kiosk must be designed and built to withstand abuse and prevent tampering.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M    | Pass/Fail      | Please Select...                        |
| KOS-002                | Kiosk Enclosure Requirements                       | <p>The Contractor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self contained, rugged and secure. No crevices that can enable incarcerated people to damage or spill into the enclosure and damage the kiosk. If there are no enclosures, contractor is to explain in detail the plan for mounting and security of the hardware.</p> <p>The kiosk enclosure design shall be constructed as follows:</p> <ol style="list-style-type: none"> <li>1) 14-gauge (or heavier) steel case;</li> <li>2) Rugged steady beaded welded construction that is weather-resistant;</li> <li>3) Tamper proof fasteners shall be corrosion-resistant, hardened, high-strength, plated or stainless steel metal fasteners of size and type best suited for intended application, having head design requiring special tool of controlled availability for removal. Authorized removable fasteners include: McGard "Intimidator" fasteners including screws, bolts, and nuts; and pinned "Allen" or "Torx" head socket fasteners. Spanner Head Screws or one-way removable screws are not permitted.</li> <li>4) Shall not have removable parts, glass, sharp edges, or Plexiglas or similar material;</li> <li>5) Shall have no portion that be disassembled and used as weapons; and</li> <li>6) Shall have no external components, other than a handset, required to provide connectivity or sync an incarcerated people Tablet or any other authorized device (e.g. USB cable).</li> </ol> | M    | Pass/Fail      | Please Select...                        |
| KOS-003                | Locking, Tamper Resistant, and Vandalism Resistant | Kiosk Enclosures must have heavy duty locking mechanisms, hinges, door mechanisms capable of resisting incarcerated people tampering and vandalism.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M    | Pass/Fail      | Please Select...                        |
| KOS-004                | Kiosks Hardware                                    | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail      | Please Select...                        |
| KOS-005                | Kiosk Color and Finish                             | The Kiosk must have a powder coated finish that is stainless steel or must be of a neutral color and easily cleaned;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M    | Pass/Fail      | Please Select...                        |
| KOS-006                | Kiosk Exterior                                     | Kiosk shall not bear company names or logos.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M    | Pass/Fail      | Please Select...                        |
| KOS-007                | Kiosk Mounting                                     | <p>The Kiosk must have the ability to be anchored to the floor and or the wall. Security fasteners will be used to secure the enclosure to the wall and/or floor.</p> <p>Surface-mounted Kiosks must have no access to the back.</p> <p>The Contractor shall ensure that each enclosure can be easily unsecured from the floor or the wall by authorized personnel. Enclosure must have sealed opening(s) for power and phone lines as needed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail      | Please Select...                        |

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| KOS-008 | Kiosk Openings                        | Kiosks must have sealed opening(s) for power and data lines per CDCR Design Standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M | Pass/Fail | Please Select... |
| KOS-009 | Kiosk Ventilation                     | Kiosks must have adequate ventilation to include fans if needed for equipment/components.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M | Pass/Fail | Please Select... |
| KOS-010 | Kiosk Drawing and Specifications      | Pictures, artist renderings and drawings of the proposed kiosk design shall be included with the proposal. Contractor shall provide design and construction specifications for the kiosk equipment and enclosure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |
| KOS-011 | Kiosk Seating Solution                | Contractor shall provide a seating solution to include the hardware and installation at no cost to the State. Solution must be able to comply with ADA standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | M | Pass/Fail | Please Select... |
| KOS-012 | Display Screen/Monitor                | Contractor shall not provide a touch screen monitor of the "overlay" or "membrane" type.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |
| KOS-013 | Touch Screen/Keyboard                 | Kiosk shall contain either a touch screen, keyboard, or both. If only a touch screen is used, the contractor must satisfy the range of motion and accessibility to all parts of the screen for a wheelchair incarcerated people. Also if a keyboard is used, the surface mounting of the keyboard must meet the ADA requirements for accessibility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |
| KOS-014 | Pinch and Zoom for Touch Screen Kiosk | Kiosk with touch screen capability must have the ability to pinch and zoom to allow users to view content without having to scroll side to side (right and left). The requirement is to ensure that items viewed on the device are able to be adjusted in size to avoid the incarcerated people having to scroll. However there are cases where in order to view the item or text in a readable size for the incarcerated people, the viewing size must be increased which may require the incarcerated people to scroll or page over to view content. The desire is to have the Kiosk default to be able to resize and view all content without having to scroll. Then the incarcerated people could zoom in or enlarge the content for readability.<br>For non-touch screen Kiosk, resolution changes must be possible to avoid scrolling. | M | Pass/Fail | Please Select... |
| KOS-015 | Kiosk Privacy                         | Contractor shall provide privacy capabilities of each kiosk (e.g., privacy filters/wings) without jeopardizing security.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M | Pass/Fail | Please Select... |
| KOS-016 | Display Privacy                       | The kiosk display must reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | M | Pass/Fail | Please Select... |
| KOS-017 | Kiosk Quantities                      | Provide standalone kiosks in each facility, meeting or exceeded minimum number of kiosks per facility as specified by CDCR. incarcerated people-to-Kiosk ratio will typically be between 50 to 75 incarcerated people to one kiosk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M | Pass/Fail | Please Select... |

| Bidder's Name:           |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                |                                         |                                                              |
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| CATEGORY: Infrastructure |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                |                                         |                                                              |
|                          |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                | Bidder's Response                       |                                                              |
| Req #                    | Function                           | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| INF-101                  | Infrastructure                     | The Contractor shall be responsible to provide, install, and test all infrastructure required to provide the IC+ system and meet all of its requirements at no cost to the State. The Contractor may be allowed to use existing infrastructure but only with the expressed and formal authorization and approval by the CDCR Operations Manager. The Contractor shall not receive nor accept authorization from the local institution or facility staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-102                  | Horizontal Wiring Requirement      | The Contractor shall provide, install, and test all data wiring required to provide data and voice services. The Contractor shall provided CAT 6 (550Mhz) rated wiring at a minimum. A minimum of two data lines to each Wireless Access Point (WAP) is required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-103                  | Industry Standards                 | All Contractor installed wiring and cabling infrastructures for the IC+ shall meet all current applicable Federal, State, and Local Codes, Standards, and Regulations. All IC+ wiring and cabling shall be concealed, to the extent possible, from plain view. Any external or exposed cabling/wiring that must be externally mounted or exposed must be encased in hardened conduit as specified by the CDCR's Design Criteria Guidelines, Design and Construction Policy Guidelines, and Telecommunications Design and Engineering Guidelines cabling requirements to ensure a secure installation. In addition, the Contractor must meet the requirements for shrouding exposed conduit as specified in the aforementioned guidelines. All cables, wires and equipment shall be firmly held in place. Fastenings and supports shall be adequate to support the loads with ample safety factors based upon such factors as seismic zone. For specialized installation areas where security is a consideration, the Contractor shall meet CDCR's Design Criteria Guidelines, Design and Construction Policy Guidelines, and Telecommunications Design and Engineering Guidelines cabling requirements to ensure a secure installation. | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-104                  | Cable Path Fill-Ratio Requirements | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-105                  | Connecting Equipment for IC+       | The Contractor shall provide all wiring and cabling necessary to interconnect the equipment to the jacks, distribution blocks, and Main Point of Entry (MPOE) in the designated telecommunications rooms and designated termination points.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-106                  | IC+ Power Requirements             | The Contractor is responsible for any new circuits and power runs required to support the IC+ at no cost to the State.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M    | Pass/Fail      | Please Select...                        |                                                              |
| INF-107                  | Uninterruptible Power              | <p>The Contractor shall provide all equipment necessary to maintain 100% functionality for the IC+ for a minimum of 30 minutes due to a loss of commercial power in the CDCR institutions and facilities. The Contractor must provide an IC+ capable of full recovery from a power outage automatically or remotely once power is restored.</p> <p>The Contractor is advised that the CDCR facilities perform tests of the backup generators at least once per month. During this testing the power will be temporarily disabled throughout the correctional facility, including the telecommunications room. Outages resulting from backup generator testing will not be considered a stop clock condition in calculating Service Level Agreements (SLAs).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M    | Pass/Fail      | Please Select...                        |                                                              |



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| INF-108 | IC+ Pre-Installation Documentation | <p>Unless otherwise stated, the final approved drawings and/or diagrams shall be delivered to CDCR at least 30 calendar days prior to installation at each CDCR facility.</p> <p>The Contractor shall provide hard and electronic copies of network infrastructure cabling drawings to include one (1) half size, one (1) full size, and/or diagrams to the CDCR Operations Manager prior to the beginning of work at each installation site. In addition, the Contractor shall provide the specifications and drawings of the IC+ Enclosures. These specifications, drawings and/or diagrams shall be subject to approval by CDCR prior to the commencement of work. Such approval does not relieve the Contractor from the responsibility of meeting all requirements of the Contract. All drawings and/or diagrams that contain special symbols either of a product or technically specific nature shall contain legends denoting the meaning of the symbols.</p> <p>Where necessary the Contractor shall provide Professional Engineer Stamped drawings for California State Fire Marshall review, approval, and permitting prior to performing any construction or installation of infrastructure that require coring or penetration of flooring or walls.</p> | M | Pass/Fail | Please Select... |  |
| INF-109 | IC+ As-Built Documentation         | <p>In instances where the actual installation of network infrastructure cabling deviates from the model system drawings and diagrams, the Contractor shall notify the CDCR Operations Manager of the deviation and provide drawings and diagrams appropriate to the installation one (1) full size, one (1) half size, and one (1) electronic.</p> <p>The Contractor shall provide the final As-Built drawings one (1) full size, one (1) half size, and one (1) electronic to CDCR for approval. The delivered drawings and diagrams must reflect all changes made during the installation. The Contractor shall identify the changes by "clouding" the original design to show both the original design and the alterations made.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | M | Pass/Fail | Please Select... |  |

| Bidder's Name:    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |                   |                                         |                                                              |
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| CATEGORY: Network |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |                   |                                         |                                                              |
|                   |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | Bidder's Response |                                         |                                                              |
| Req #             | Function                            | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Type | Maximum Points    | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| NET-101           | Network                             | Contractor shall provide the ability for devices to securely connect and update operating systems, software, content, configurations, etc. on a regular basis without operator intervention.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-102           | Internet Service Provider (ISP)     | Contractor shall provide, install, and maintain a separate ISP circuit for Ingress and Egress traffic to and from each of the Institutions and Facilities to support IC+. CDCR's ISP circuit will not be used to support IC+ traffic.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-103           | Scalable Network                    | Contractor must provide a network architecture that is scalable and does not impact performance of the existing CDCR network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-104           | Uninterrupted Power System (UPS)    | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-105           | Wireless Access Points (WAPs)       | Contractor shall be responsible to provide and install all Wireless Access Points (WAPs) required to provide the incarcerated people access coverage to ensure connectivity to the IC+ from their Tablets. The WAPs will be provided, installed, and maintained by the Contractor at no cost to the State. The WAPs will become property of CDCR at end of the contract.                                                                                                                                                                                                                                                                                                                                                                   | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-106           | Wireless Coverage                   | Contractor shall provide wireless coverage for to enable IC+ services to be provided in common areas of all housing units and incarcerated people dorms at a minimum and cells. The wireless network will be available 99.5% of the time for incarcerated people use. Contractors wireless network shall not interfere with the CDCR Network(s). In cases of overlapping channels and/or co-channel interference the contractors network shall reduce transmit power.                                                                                                                                                                                                                                                                      | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-107           | Equipment Storage and Shipping      | Contractor shall provide storage for the network switches until CDCR is able to configure the switches. Once the switches are configured, the Contractor shall provide shipping for the switches to be delivered to each of the institutions and facilities as specified by CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-108           | Infrastructure and Network at Camps | The infrastructure at the CDCR Camps may not be robust enough to support the minimum IC+ requirements. All IC+ deployments at the Institutions and Camps shall be standardized and the contractor must procure the necessary CDCR equipment to have CDCR controlled LAN and wireless deployments at the Camps. The IC+ Contractor will be required to run fiber, cabling, and install switches at each of the Camp locations. CDCR retains the right to request the contractor fully deploy their own Server, Routing, Switching, Fiber, and Copper network separate from the CDCR's existing network deployment should it be determined the overall management and quality of the CDCR network would be impacted by the IC+ at the Camps. | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-109           | IP Scopes                           | The Contractor shall obtain IP address scopes from CDCR for use with incarcerated people Tablets to support connectivity to the network. This will ensure Contractor IPs do not conflict with CDCR's utilized IPs. CDCR will require the use of a standard IP scope to be used at every site thus possibly requiring NATing by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                             | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-110           | Network Architecture                | Contractor must propose and implement a network architecture that is within the CDCR standards and guidelines. If different by location, please specify the architecture for each location. CDCR shall reserve the right to deny a proposed design based on possible conflict with existing CDCR design or future deployments.                                                                                                                                                                                                                                                                                                                                                                                                             | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-111           | Other Network Equipment             | Contractor shall provide CDCR a list of any other network equipment not already mentioned required for your proposed network. Any equipment not already specified by CDCR must be reviewed and approved by CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-112           | Bandwidth Availability              | Contractor shall specify the bandwidth required to provide IC+ services. If different by facility, please outline the bandwidth for each facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-113           | Bandwidth Capacity                  | Contractor must provide adequate bandwidth for a user-friendly experience. Contractor shall provide additional bandwidth per CDCR request at no cost to CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-114           | Data Storage Location               | Contractor shall store all data in the Continental United States of America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-115           | Linked Data Network                 | Contractor must allow for the kiosks to be data linked within an institution, and best case to be linked throughout the CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail         | Please Select...                        |                                                              |
| NET-116           | IC+ Network Design Requirements     | The Contractor shall install and test all IC+ local and network equipment, circuits, hardware, security, software and any other components required for a fully operational system.<br><br>Contractor shall provide a description of all network components that support the IC+ requirements that include:<br><br>1) Phone system/Enclosure;<br>2) Recording storage system (local and remote);<br>3) Administrative data storage and associated transport (local and remote);<br>4) Active monitoring system, if applicable; and,<br>5) Remote access system.                                                                                                                                                                            | M    | Pass/Fail         | Please Select...                        |                                                              |

Please Select...  
Yes  
No

|         |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |           |                  |  |
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| NET-117 | incarcerated people Access to IC+ Provided Content and Services | Contractor shall provide the capability for the incarcerated people to access content and services either through downloads or streaming. The incarcerated people must be able to have access to the IC+ content/services and be able to use it at various locations in the institution. The focus is to have the incarcerated people be able to access the Wireless Network and use the Tablets in the housing units, dayrooms, dorms, libraries, visiting areas, and classrooms.<br>The Contractor must provide wireless network coverage to ensure reliable connectivity to the Tablets and full functionality. | MS | 5         | Please Select... |  |
| NET-118 | Network Time Protocol                                           | IC+ displays, records, services, and functions shall synchronize from a single time-of-day clock source for all of CDCR's locations. The clock source shall use Pacific Standard Time/Pacific Daylight Time (PST/PDT) zone as the source                                                                                                                                                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |

| Bidder's Name:       |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |                |                                         |                                                              |
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| CATEGORY: Interfaces |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |                |                                         |                                                              |
|                      |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |                | Bidder's Response                       |                                                              |
| Req #                | Function                                  | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| INT-101              | Interface with Existing CDCR Systems      | The Contractor shall develop and provide all required interfaces to CDCR and Third Party systems/programs required to meet the requirements of the IC+. Contractor will work with CDCR staff and Third Party Contractor to establish the format, data fields required, and the method of transfer for any data. All development and implementation of the interfaces will be at no cost to the State. In addition, cost for these efforts will not be passed on to incarcerated people and family/friends in the form of rate increases or any other charges. | M    | Pass/Fail      | Please Select...                        |                                                              |
| INT-102              | Interface Functionality                   | The Contractor shall provide a system that will interface with the CDCR and Third Party existing systems/programs to provide incarcerated people the ability to access information and allow full functionality of the IC+ services. The interfaces shall also reduce the manual input required by CDCR staff and update information in the existing CDCR systems/programs such as SOMS and TRACS (incarcerated people Banking and Trust System). Contractor shall provide description of system.                                                             | MS   | 5              | Please Select...                        |                                                              |
| INT-104              | Data Exchange Formats                     | The IC+ must have the ability to import and export data in a variety of standard formats, including fixed width, delimited, csv, xml, text, and Microsoft Excel. Data exchanged via XML must meet standards for Extensible Markup Language (XML) Structures and Schema. The Contractor will need to be able to send and receive data in a predefined flat file format for all requested interfaces.                                                                                                                                                           | M    | Pass/Fail      | Please Select...                        |                                                              |
| INT-105              | Application Programming Interface (API)   | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                            | DS   | 5              | Please Select...                        |                                                              |
| INT-106              | Error Handling Capability                 | The Contractor must have error handling capabilities in file processing. Errors must be identified when they occur and the appropriate people notified.                                                                                                                                                                                                                                                                                                                                                                                                       | M    | Pass/Fail      | Please Select...                        |                                                              |
| INT-107              | Data Restoration                          | Originating data files created by the Contractor must be kept for at least seven days in case of error or system failure where a process needs to be repeated.                                                                                                                                                                                                                                                                                                                                                                                                | M    | Pass/Fail      | Please Select...                        |                                                              |
| INT-108              | Scanned Mail Delivery                     | Contractor shall be able to integrate with a third party contractor and display a digital copy of scanned mail on the tablets for incarcerated people.                                                                                                                                                                                                                                                                                                                                                                                                        | DS   | 8              | Please Select...                        |                                                              |
| INT-109              | Access to correctional-grade applications | Solution shall allow the ability to access correctional-grade applications or URLs meeting security specifications for incarcerated people and network                                                                                                                                                                                                                                                                                                                                                                                                        | DS   | 5              | Please Select...                        |                                                              |
| INT-110              | Data Access                               | Contractor should provide a method for making data (at a minimum messages and photos) available to the incarcerated people upon their release.                                                                                                                                                                                                                                                                                                                                                                                                                | DS   | 5              | Please Select...                        |                                                              |
| INT-111              | Data Transfer                             | Contractor should provide a method for transferring all of IC+ data to CDCR or CDCR's new contractor 180 days prior to contract expiration.                                                                                                                                                                                                                                                                                                                                                                                                                   | DS   | 7              | Please Select...                        |                                                              |

| Bidder's Name:     |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                |                                         |                                                              |
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| CATEGORY: Security |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                |                                         |                                                              |
|                    |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                | Bidder's Response                       |                                                              |
| Req #              | Function                                                             | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| SEC-101            | Network Security                                                     | Contractor shall provide network security that prevents potential hacking or unauthorized use of the network. Contractor must describe how the proposed network security meets security requirements for a correctional environment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | MS   | 8              | Please Select...                        |                                                              |
| SEC-102            | Intrusion Detection System and Intrusion Protection System (IDS/IPS) | Contractor shall be required to have IDS/IPS on the IC+ firewall that manages the IC+ traffic outside the CDCR network. The Contractor shall allow or provide CDCR access or copies of summarized or report data of anomalous or malicious events and remediation/containment activity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MS   | 8              | Please Select...                        |                                                              |
| SEC-103            | Network/Data Breaches and Unauthorized Disclosures                   | Contractor shall have sole responsibility for any network/data breaches and unauthorized disclosures, including notification of anyone affected by such breach or unauthorized disclosure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-104            | Firewalls                                                            | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-105            | Multi-Factor Authentication                                          | Login to the Tablet/Kiosk and access to some of the CDCR offered incarcerated people services must use a multi-factor authentication. The two-factor authentication must not require a separate reader device but must be integrated into the Tablet/Kiosk. CDCR defines multi-factor authentication as a combination of multiple separate types of authentication factors such as some physical object (token, card with embedded chip), something known only to the user such as a password or PIN, and physical characteristic of the user (biometric), such as fingerprint, voice, iris, facial recognition, etc. One of the factors must not require a camera to be used (e.g. facial recognition, scanning). Multi-factor authentication or some level of strong authentication is intended to mitigate illicit and fraudulent activity and protect incarcerated people personal information from within their account access. In common misuse cases, access to account resources is shared and traded to facilitate fraudulent activity. The sharing of access to resources may happen either willingly or under coercion. This requirement is intended to raise the level of difficulty needed to abuse account access to private incarcerated people information within their accounts.<br><br>If the Contractor has an alternative method to mitigate these issues, CDCR will evaluate it and determine if it is acceptable. | DS   | 8              | Please Select...                        |                                                              |
| SEC-106            | Hard Drive Encryption                                                | The contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the state approves the storage of personal data on a contractor portable device in order to accomplish work as defined in the statement of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-107            | Protection of Personal Privacy and Data                              | Protection of personal privacy and data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of state information at any time. To this end, the contractor shall safeguard the confidentiality, integrity and availability of state information and comply with the appropriate and applicable standards (e.g. PII, PHI, HIPAA, etc).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-108            | Unauthorized Safeguards                                              | The contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the contractor applies to its own personal data and non-public data of similar kind.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-109            | Ownership of Data                                                    | All data that is not specifically protected (Customer Proprietary Network Information (CPNI)) under federal law - Section 222 of the Communications Act 1934, as amended, 47 U.S.C Section 222 as well as State laws obtained by the contractor in the performance of this contract shall become and remain property of the state. CDCR shall own the data at all stages in raw and processed form. All data processing shall be reviewable by CDCR personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | M    | Pass/Fail      | Please Select...                        |                                                              |
| SEC-110            | Encryption of Personal Data                                          | All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the contractor is responsible for encryption of the personal data. Encryption shall meet the minimum NIST 800-38G standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | M    | Pass/Fail      | Please Select...                        |                                                              |

|         |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |    |           |                  |  |
|---------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|------------------|--|
| SEC-111 | Non-Public Data Encryption           | Unless otherwise stipulated, the contractor shall encrypt all non-public data at rest and in transit. The state shall identify data it deems as non-public data to the contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract. A minimum of 128-bit encryption shall be used.                                                                                                                                                                                                                                                                                                                            | M  | Pass/Fail | Please Select... |  |
| SEC-112 | Data Use Restrictions                | At no time shall any data or processes – that either belong to or are intended for the use of the state or its officers, agents or employees – be copied, disclosed or retained by the contractor or any party related to the service provider for subsequent use in any transaction that does not include the state. The contractor shall not use any information collected in connection with the service issued from the contract for any purpose other than fulfilling the service.                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |
| SEC-113 | Encryption Standards                 | The system must provide encryption capabilities that meet the Federal Information Processing Standard (FIPS) 140-2 and a minimum of 128-bit encryption as defined by CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | M  | Pass/Fail | Please Select... |  |
| SEC-114 | Data Security Policies and Standards | The solution must meet or exceed all state published policies and standards for data management, technology management, accessibility and data security including both static (saved/stored) and dynamic (transmitted) data.<br>Refer to the Bidder's Library for references to security policies and standards CDCR requires.                                                                                                                                                                                                                                                                                                                                                    | MS | 8         | Please Select... |  |
| SEC-115 | Connections to External Resources    | The solution shall not have any embedded ids, passwords, or connection data to external resources. All connections to external resources shall be configured in the system by the system administrator with system accounts provided by the system administrator. At no point in time shall the connection data or accounts be shared with anyone outside of the state, including subcontractors.                                                                                                                                                                                                                                                                                 | M  | Pass/Fail | Please Select... |  |
| SEC-116 | Security Certification               | Contractor's architecture/security must be certified by a third party as secure. The Contractor should provide annual third-party security assessment or penetration test reports to demonstrate compliance and effectiveness against the SAM5300/NIST 800-53 controls. If the Contractor uses hosting providers outside of their control to demonstrate compliance, proof of compliance with SOC 2, SSAE 16 Type I and Type II Audits will suffice. These compliance requirements are to be kept current during the duration of the contract. For any payment card information that is stored on financial systems or providers, the PCI DSS compliance requirement would apply. | M  | Pass/Fail | Please Select... |  |
| SEC-117 | Facial Recognition                   | CDCR implements security improvements where possible, citing facial recognition technology to authenticate users as a desirable feature. Any facial recognition/facial capturing must be able to clearly identify the incarcerated people logging into the tablet.                                                                                                                                                                                                                                                                                                                                                                                                                | DS | 7         | Please Select... |  |
| SEC-118 | Network Traffic                      | The solution's network traffic must egress the Contractor's network from a defined set of public IP addresses that are dedicated to CDCR traffic only and cannot be shared with other customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MS | 8         | Please Select... |  |
| SEC-119 | Access Control                       | The solution shall support role-based access control to assign specific roles to users based on their responsibilities. Role based access allows administrators of the IC+ system to align operational roles and responsibilities to specific system functions and reports available within the system.                                                                                                                                                                                                                                                                                                                                                                           | M  | Pass/Fail | Please Select... |  |
| SEC-121 | Access Control                       | The solution shall allow for connectivity to CDCR's Identity Provider (IdP), if integration with CDCR-provided IT services is deemed required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DS | 7         | Please Select... |  |
| SEC-122 | Access Control                       | The solution must support role-based access control (RBAC) to assign specific roles to users based on their responsibilities. Users shall only have access to data, information, and reports which are necessary to facilitate the successful outcome of their operational role and designated task                                                                                                                                                                                                                                                                                                                                                                               | M  | Pass/Fail | Please Select... |  |
| SEC-124 | Data Security Policies and Standards | The solution must safeguard the confidentiality, integrity, and availability of CDCR data by implementing and maintaining appropriate administrative, technical, and organizational security measures as defined by SIMM 5300                                                                                                                                                                                                                                                                                                                                                                                                                                                     | M  | Pass/Fail | Please Select... |  |
| SEC-126 | Security Compliance Standards        | Comply with the Telecommunications Service Priority (TSP) Program, a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to National Security and Emergency Preparedness (NS/EP) and be in compliance with all California Public Utilities Commission (CPUC) and FCC Requirements                                                                                                                                                                                                                                                                                                                            | M  | Pass/Fail | Please Select... |  |

| Bidder's Name:                   |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
|----------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| CATEGORY: Web-Based Applications |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |                |                                         |                                                              |
|                                  |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |                | Bidder's Response                       |                                                              |
| Req #                            | Function                                                                                         | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| WEB-001                          | External Customer Website                                                                        | Contractor hosted, externally-facing website accessed by friends and family of incarcerated to provide capability to send e-messages, eCards, photographs, video clips, place funds to the IC+ account without bypassing applicable restitution, and report issues.                                                                                                                                                                                                                                                                                                                                                              | MS   | 7              | Please Select...                        |                                                              |
| WEB-002                          | External Customer Website to Create Accounts and Request Correspondence with incarcerated people | Contractor hosted, externally-facing website accessed by incarcerated people friends and family members to create accounts and request electronic communication or correspondence with incarcerated people. Customer accounts shall include at least the following to accurately identify users:<br>First Name<br>Last Name<br>Address<br>City<br>Zip Code<br>State<br>Country<br>Contact Phone Number<br>Email Address<br>Password (Twice)<br>DL/ID (front and Back)                                                                                                                                                            | MS   | 5              | Please Select...                        |                                                              |
| WEB-003                          | IC+ Private Web Site                                                                             | The Contractor shall provide and maintain a IC+ Private Web Site that shall be updated weekly at a minimum. The website shall be username and password protected so the information viewed by CDCR remains confidential to CDCR. The Contractor shall use the IC+ Private Web Site to provide the State with access to administrative tools, Investigative capability, service level agreement reports, fiscal management reports, training and other tools and reports as requested by CDCR and the State. The website shall be username and password protected so the information viewed by CDCR remains confidential to CDCR. | MS   | 5              | Please Select...                        |                                                              |
| WEB-004                          | Device management platforms                                                                      | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                                                                                                                               | DS   | 4              | Please Select...                        |                                                              |
| WEB-005                          | Content sorting                                                                                  | Staff-facing platform for device and content management must allow for sorting content (such as messages, videos, and photos) by any attribute field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MS   | 4              | Please Select...                        |                                                              |
| WEB-006                          | Search by staff                                                                                  | Staff facing platform for device and content management must allow for filtering and/or searching platform activity by staff key identifier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | MS   | 5              | Please Select...                        |                                                              |
| WEB-007                          | Access to HealtheLife Application                                                                | Solution shall allow the ability to access HealtheLife application on IC+ solution meeting security specifications for incarcerated people and network. Contractor shall sign a HIPAA Business Associate Agreement (BAA) with CDCR to enable this. A current copy of the BAA is available on the Bidder's Library (HIPAA Business Associate Agreement, CCHCS 10.03.2023)                                                                                                                                                                                                                                                         | M    | Pass/Fail      | Please Select...                        |                                                              |
| WEB-008                          | Access to HealtheLife Application                                                                | incarcerated people must be able to use Single Sign-on to log into the HealtheLife Patient Portal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | M    | Pass/Fail      | Please Select...                        |                                                              |
| WEB-009                          | Access to HealtheLife Application                                                                | The HealtheLife Patient Portal site must be able to redirect users to the agency Entra ID tenant for the purposes of single sign-on authentication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | M    | Pass/Fail      | Please Select...                        |                                                              |
| WEB-010                          | Access to HealtheLife Application                                                                | incarcerated people must be able to access the HealtheLife Patient Portal via the VMWare Horizon VDI client. The operating system of the tablet must be compatible with the VDI Client used by CDCR.                                                                                                                                                                                                                                                                                                                                                                                                                             | M    | Pass/Fail      | Please Select...                        |                                                              |

| Bidder's Name:    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |                |                                         |                                                              |
|-------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| CATEGORY: Reports |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |                |                                         |                                                              |
|                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |                | Bidder's Response                       |                                                              |
| Req #             | Function     | Requirement Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| REP-001           | Compliance   | Use of color on reports for titles, conditional formatting and other report elements shall be limited to shades that will remain readable when printed in black and white and shall conform to ADA best practices to support users with color blindness.                                                                                                                                                                                                                                                                        | DS   | 3              | Please Select...                        |                                                              |
| REP-002           | Availability | Reports shall be capable of on-demand retrieval by authorized CDCR staff, <b>unless otherwise agreed upon in advance by the CDCR Operations Manager.</b>                                                                                                                                                                                                                                                                                                                                                                        | MS   | 3              | Please Select...                        |                                                              |
| REP-003           | Availability | All Operational Reports shall maintain data which is no older than 24 hours within the data warehouse, ensuring access to near real-time information which is critical for <b>operational decision support capabilities.</b>                                                                                                                                                                                                                                                                                                    | MS   | 3              | Please Select...                        |                                                              |
| REP-004           | Availability | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract.                                                                                                                                                                                                                                                                                              | MS   | 3              | Please Select...                        |                                                              |
| REP-005           | Availability | The State retains the right to programmatically extract, transform, and load any data from operational systems and data sources from the Contractor into a separate and distinct data warehouse owned and operated by the State at a frequency no greater than once every 24 hours. The purpose of this extraction is to facilitate comprehensive data and business analysis, reporting, and business intelligence capabilities which go beyond reasonable expectations for the normal report add, change, or deletion process. | MS   | 3              | Please Select...                        |                                                              |
| REP-006           | Feature      | The Contractor shall establish a self-serve reporting portal. This portal will serve as a centralized hub within the reporting suite, providing a user-friendly interface for generating and retrieving both SLA and operational reports.                                                                                                                                                                                                                                                                                       | MS   | 3              | Please Select...                        |                                                              |
| REP-007           | Feature      | Reports shall be designed in a fashion that allows the user to generate output files with specific start and end dates through the use of a calendar control.                                                                                                                                                                                                                                                                                                                                                                   | MS   | 3              | Please Select...                        |                                                              |
| REP-008           | Feature      | Reports shall be designed with appropriate line charts, bar charts, and other controls to <b>demonstrate data trends over selected time periods.</b>                                                                                                                                                                                                                                                                                                                                                                            | MS   | 3              | Please Select...                        |                                                              |
| REP-009           | Feature      | Reports shall be capable of sub-report functionality to facilitate drill through capabilities from aggregated data sets to granular raw data and information.                                                                                                                                                                                                                                                                                                                                                                   | DS   | 3              | Please Select...                        |                                                              |
| REP-010           | Feature      | All reports shall have the ability to be exported in .pdf, .csv, or .xlsx format.                                                                                                                                                                                                                                                                                                                                                                                                                                               | MS   | 2              | Please Select...                        |                                                              |
| REP-011           | Feature      | All reports shall have listed the date and time of report execution displayed in Pacific Standard Time within the report header. This requirement ensures that recipients of hard or soft copy exports of the report understand when the report was created.                                                                                                                                                                                                                                                                    | MS   | 2              | Please Select...                        |                                                              |
| REP-012           | Feature      | All Key Performance Indicators (KPIs) contained within reports shall leverage conditional formatting to allow the user to quickly identify records as good, bad, or <b>under watch.</b>                                                                                                                                                                                                                                                                                                                                         | DS   | 3              | Please Select...                        |                                                              |
| REP-013           | Format       | Reports shall be capable of supporting filter controls at the top of each report. Common filters include CDCR facility name, ticket status, ticket priority, ticket severity, and other data elements critical to reducing the data set for operational assessment.                                                                                                                                                                                                                                                             | MS   | 5              | Please Select...                        |                                                              |
| REP-014           | Security     | The reporting solution shall support role-based access control to assign specific roles to users based on their responsibilities. Role based access allows administrators of the IC+ solution to align operational roles and responsibilities to specific reports available <b>within the reporting portal.</b>                                                                                                                                                                                                                 | MS   | 2              | Please Select...                        |                                                              |
| REP-015           | Security     | The reporting solution shall support Multi-Factor Authentication (MFA) for all user accounts. MFA enhances security and reduces the risk of unauthorized account access by adding an additional layer of security by requiring secondary user verification steps.                                                                                                                                                                                                                                                               | MS   | 2              | Please Select...                        |                                                              |



| Bidder's Name:         |               |                                                                                                                                                                                                                                    |      |                |                                         |                                                              |
|------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|-----------------------------------------|--------------------------------------------------------------|
| CATEGORY: Data Backups |               |                                                                                                                                                                                                                                    |      |                |                                         |                                                              |
|                        |               |                                                                                                                                                                                                                                    |      |                | Bidder's Response                       |                                                              |
| Req #                  | Function      | Requirement Description                                                                                                                                                                                                            | Type | Maximum Points | Bidder Agrees to Meet Requirement (Y/N) | Describe the Proposed Solution to Meet or Exceed Requirement |
| BAK-001                | Configuration | The Contractor shall establish and adhere to a regular schedule for backing up all data within the IC+ system.                                                                                                                     | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-002                | Configuration | The Contractor shall define the frequency of backups (e.g., daily, weekly, monthly) based on the criticality of the data and the needs of CDCR.                                                                                    | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-003                | Configuration | The Contractor shall specify the backup methodology to be used, such as full backups, incremental backups, or differential backups.                                                                                                | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-004                | Configuration | Contractor shall purchase, provide, and install UPS to support scheduled and unscheduled power outages as required. The Contractor shall be responsible to maintain and replace defective units during the length of the contract. | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-005                | Physical      | The Contractor shall ensure that backups are stored offsite in a secure location to mitigate the risk of data loss due to onsite disasters.                                                                                        | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-006                | Physical      | The Contractor shall ensure that all backups are stored within the Continental United States.                                                                                                                                      | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-007                | Security      | The Contractor shall require that all backup data be encrypted both in transit and at rest to maintain data confidentiality and integrity.                                                                                         | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-008                | Testing       | The Contractor shall perform regular testing of backups to verify their integrity and the ability to restore data in the case of an emergency.                                                                                     | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-009                | Operations    | The Contractor shall implement backup monitoring tools and procedures to ensure backups are performed successfully and to promptly address any failures or issues.                                                                 | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-010                | Knowledge     | The Contractor shall maintain and keep up to date comprehensive documentation detailing tools, backup procedures, schedules, relevant configurations, and monitoring solutions.                                                    | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-011                | Compliance    | The Contractor shall ensure that backup procedures comply with relevant regulations from Federal, State, CDCR, as well as industry standards pertaining to data protection and privacy.                                            | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-012                | Compliance    | The Contractor shall establish a Change Management process to document, review, and approve any changes to the backup infrastructure, procedures, tools, or standards throughout the duration of the contract.                     | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-013                | Reporting     | The Contractor shall provide regular reporting on backup activities, including success rates, storage utilization, and any issues encountered.                                                                                     | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-014                | Operations    | The Contractor shall provide escalation procedures in partnership with the CDCR Operations Manager in case of backup failures, or other issues that require immediate attention.                                                   | M    | Pass/Fail      | Please Select...                        |                                                              |
| BAK-016                | Compliance    | CDCR shall perform periodic onsite storage facility audits to review how data is being stored and maintained with at least 24 hours of advanced notice.                                                                            | MS   | 3              | Please Select...                        |                                                              |

State of California  
California Department of Corrections and Rehabilitation

RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | State Role                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Contractor's Deliverable Due Date                                                                                              | Contractor Agrees to Provide the Deliverable (Yes/No) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Deliverable Name: IC+ Project Management Plan (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                |                                                       |
| <p>The IC+ Project Management Plan shall:</p> <ol style="list-style-type: none"><li>1. Address implementation of all required equipment and services following Contract award.</li><li>2. Address installation and the on-going management of the IC+ Contract components.</li><li>3. Describe how the Prime Contractor will use a formal Project Management Methodology to manage the entire project (e.g. based on IEEE, PMBOK, or comparable).</li><li>4. Describe how Site-Specific Information Requests will be communicated in writing for implementation prior to the start of each phase of work.</li><li>5. Include materials and decisions from the CDCR Operations Manager.</li><li>6. Detail (by name) staff and any subcontractors who will be responsible for each phase of the project implementation and separately detail the core team that will be responsible for all maintenance and operations.</li><li>7. Indicate how many support technicians will be allocated to this Contract and identify where they will be located in order to meet the response time requirements.</li><li>8. Be updated on a monthly basis, or as changes occur, and a provided to the CDCR Operations Manager.</li></ol> | <ol style="list-style-type: none"><li>1. The State Executive Steering Committee (ESC) monitors project progress against the PMP.</li><li>2. The State ESC reviews and approves changes made to project resources, schedule, goals, cost estimates, and procurement strategies.</li><li>3. The State Project Sponsor provides guidance and direction for key business strategies and resolves all major policy issues.</li><li>4. The CDCR Operations Manager manages the activities associated with the project schedule, monitors and controls the project,</li></ol> | 30 calendar days after contract execution, and then updated monthly thereafter by 10 <sup>th</sup> calendar day of each month. |                                                       |

State of California  
California Department of Corrections and Rehabilitation

RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                              | State Role                                                                                                                                                                                                                | Contractor's Deliverable Due Date                                        | Contractor Agrees to Provide the Deliverable (Yes/No) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                      | and produces regular progress reports.<br>5. The CDCR Operations Manager provides ensures program subject matter experts are available as needed.<br>6. The CDCR Operations Manager approves the project Management Plan. |                                                                          |                                                       |
| Deliverable Name: IC+ Project Implementation Plan (SOW Section 14)                                                                                                                                                                                                                                   |                                                                                                                                                                                                                           |                                                                          |                                                       |
| The IC+ Project Implementation Plan shall:<br>1. Outline the specific steps, activities, and tasks required to execute the project according to the Project Management Plan.                                                                                                                         | 1. The CDCR Operations Manager approves Implementation Plan                                                                                                                                                               | 30 calendar days after contract execution.                               |                                                       |
| Deliverable Name: IC+ Project Schedule (SOW Section 14)                                                                                                                                                                                                                                              |                                                                                                                                                                                                                           |                                                                          |                                                       |
| The IC+ Project Schedule shall:<br>1. Be drafted in Microsoft Project 2013 or a later version.<br>2. Map the activities and tasks to be undertaken to accomplish each project deliverable and provide required services (i.e., includes Work Breakdown Structure, Phase, Activity, Tasks, Subtasks). | 1. The CDCR Operations Manager manages the activities associated with the project schedule, approves proposed schedule changes                                                                                            | 30 calendar days after contract execution and updated weekly thereafter. |                                                       |

State of California  
California Department of Corrections and Rehabilitation

RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | State Role                                                                                                                                                                                                                                                                                                  | Contractor's Deliverable Due Date                                          | Contractor Agrees to Provide the Deliverable (Yes/No) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------|
| <div>3. Include tasks to capture all work packages (e.g., products, outputs) created to complete project deliverables.</div> <div>4. Be fully resource loaded (with both Contractor and State staff roles) and baselined.</div> <div>5. Illustrate the strategy for and timing (i.e., duration, start and end dates, resources, predecessors/successors) to complete system development, installation, testing activities and prepare for and undertake the IC+ Implementation, M&amp;O, and Transition activities.</div> <div>6. Include tasks and/or milestones for State staff resources, and deliverables review events and approval.</div>                                                                                                                                                  | <div>that do not impact project milestones or timeline, monitors, and controls the project.</div> <div>2. The CDCR Operations Manager approves all project deliverables.</div>                                                                                                                              |                                                                            |                                                       |
| Deliverable Name: Escalation Plan (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                             |                                                                            |                                                       |
| <div>The Escalation Plan shall:</div> <div>1. Include detailed procedures, processes, and personnel for use during IC+ failure.</div> <div>2. Provide three (3) escalation levels within the Contractor's organization to address unanticipated difficulties such as installation concerns, system downtime, and degradation of services.</div> <div>3. Provide additional escalation policies and points of contact, including contact numbers (office telephone, mobile telephone, facsimile, e-mail), titles, and chain of command, for use in case the Prime Contractor's efforts by the single point of contact are insufficient in resolving a particular situation.</div> <div>4. Identify Prime Contractor staff contact information to be utilized by the authorized State staff.</div> | <div>1. The CDCR Operations Manager will be responsible for establishing the escalation procedure and process on the State side.</div> <div>2. The CDCR Operations Manager will identify the escalation levels on the State side that correspond with the escalation levels on the Contractor's side.</div> | 30 calendar days after contract execution and quarterly update thereafter. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                              | State Role                                                                                                                                                                                                          | Contractor's Deliverable Due Date                                 | Contractor Agrees to Provide the Deliverable (Yes/No) |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3. The CDCR Operations Manager will provide points of contact and contact information for each level of escalation.<br><br>4. The CDCR Operations Manager will approve the Escalation Plan.                         |                                                                   |                                                       |
| Deliverable Name: Weekly Status Reports (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                     |                                                                   |                                                       |
| Weekly Status Report(s) shall include at a minimum the following:<br>1. Planned accomplishments/task completed<br>2. Planned accomplishments/task not completed<br>3. Project Schedule status<br>a. Task behind schedule<br>b. Task ahead of schedule<br>c. Factors impacting schedule<br>d. Recommendations to avoid schedule slips<br>4. Issues/Risks<br>a. Status of existing issues/risks<br>b. Closed or mitigated issues/risks | 1. The CDCR Operations Manager will review and approve the Contractor's report format or provide the format for the report.<br><br>2. The CDCR Operations Manager will review and approve the Weekly Status Report. | Beginning 10 days after Contract Execution; Weekly every Tuesday. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | State Role | Contractor's Deliverable Due Date | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <div>c. Identification of new issues/risks</div> <div>5. Mitigation strategy to eliminate or reduce the issue/risk impact</div> <div>6. Tasks planned for the next week</div> <div>7. Major Milestones and Critical Dates</div> <div>8. Weekly Status Report(s) shall cover the progress of implementing the following functional and operational components of the IC+ system as agreed upon:</div> <div>a. Functional Areas:</div> <div><div>i. Network Services and Architecture Build Out</div><div>ii. Endpoint Delivery and Management</div><div>iii. Voice and Communication Services</div><div>iv. Information Services</div><div>v. CDCR and Third-Party Applications and Content</div><div>vi. ADA Features, Functionality, and Training</div></div> <div>b. Operational Areas:</div> <div><div>i. Financial and Accounting Management</div><div>ii. Service Requests</div><div>iii. Incident Management</div><div>iv. Event Management</div><div>v. Problem Management</div><div>vi. Asset Management</div><div>vii. Change Management</div></div> |            |                                   |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State Role                                                                                                                                                                                                    | Contractor's Deliverable Due Date                                                                              | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <div><div>viii. Configuration Management</div><div>ix. Data Management, Account Management, and Security</div><div>x. Knowledge Management</div><div>xi. Systems Maintenance</div><div>xii. Business Intelligence and Reporting</div><div>xiii. ADA Compliance and Regulatory Adherence</div></div>                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                               |                                                                                                                |                                                       |
| Deliverable Name: Security Management Plan (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                               |                                                                                                                |                                                       |
| <div>The Security Management Plan shall:</div> <div><div>1. Detail and demonstrate the physical and data security requirements for both the IC+ system and the Prime Contractor's facilities and processes.</div><div>2. Describe the requirements regarding the following:<div><div>a. IC+ Network Security;</div><div>b. Intrusion Detection System and Intrusion Protection System (IDS/IPS)</div><div>c. IC+ Live Monitoring Security;</div><div>d. IC+ Investigative System Network Security;</div><div>e. IC+ Investigative Software/Hardware Security;</div><div>f. IC+ Data Management; and</div><div>g. IC+ Information Security.</div></div></div></div> | <div><div>1. The CDCR Operations Manager will review the Security Management Plan.</div><div>2. The CDCR Information Security Officer (ISO) will review and approve the Security Management Plan.</div></div> | <div>60 days after Contract Award. The Contractor shall quarterly update this plan to ensure it current.</div> |                                                       |
| Deliverable Name: Training Plan (SOW Section 31)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                               |                                                                                                                |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State Role                                                                                                                                                                                                                                                             | Contractor's Deliverable Due Date                                                            | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <p>The Training Plan shall:</p> <ol style="list-style-type: none"><li>1. Contain a complete syllabus of how CDCR Authorized staff and incarcerated people will be effectively taught to use the IC+ after initial implementation and any future changes.</li><li>2. Address training for Americans with Disabilities Act (ADA) needs.</li><li>3. Include the goals, objectives, timelines for initial and ongoing trainings, and benchmarks associated with each training component.</li><li>4. Employ an on-site, hands-on, classroom and train-the-trainer approach.</li><li>5. Describe the additional methods of training the Contractor intends to provide.</li><li>6. Identify each piece of training material included in the lesson plan, (i.e., a MS Power Point presentation or quick reference guide, or 'wiki' type links) as well as their intended use and method(s) of distribution.</li><li>7. Be subject to approval by CDCR Operations Manager and modifications as directed.</li><li>8. Be kept current by the Prime Contractor and take into account any modification of features and functionality.</li></ol> | <ol style="list-style-type: none"><li>1. The CDCR Operations Manager will coordinate with State staff for the review of the plan to ensure it meets CDCR's needs.</li><li>2. The CDCR Operations Manager will conduct the final review and approve the plan.</li></ol> | At least 30 days prior to the first CDCR user training.                                      |                                                       |
| <b>Deliverable Name: IC+ CDCR User Guides (SOW Section 31.1)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                        |                                                                                              |                                                       |
| <p>IC+ CDCR User Guides shall:</p> <ol style="list-style-type: none"><li>1. Contain customized information that pertains specifically to CDCR authorized staff's use of the IC+ functionality. There shall be no references to any features or functionalities that are not provided in the IC+ environment.</li><li>2. Contain detailed and clear instructions on the operation of the IC+ hardware and software.</li></ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <ol style="list-style-type: none"><li>1. The CDCR Operations Manager will coordinate the review of the User Guides with subject matter experts and consolidate the</li></ol>                                                                                           | 60 days prior to first site implementation and 30 days prior to any software version updates |                                                       |



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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | State Role                                                                                                                         | Contractor's Deliverable Due Date           | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| 3. Be provided prior to the installation at the first correctional facility and subject to CDCR approval.<br>4. Be updated at each site as software version updates and system configuration changes are made.<br>5. Provide and maintain current hard-copy and online documentation of each CDCR user guide necessary for the IC+ and make the documentation available to CDCR upon request.                                                                                                                                                                                    | comments, changes, and modifications.<br>2. The CDCR Operations Manager will conduct the final review and approve the User Guides. | and system configuration changes are made.  |                                                       |
| Deliverable Name: IC+ CDCR Live Monitoring User Guide (SOW Section 31.2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                    |                                             |                                                       |
| IC+ CDCR Live Monitoring User Guide shall:<br>1. Provide instructions that will describe primary features, functionality, and commands in an abridged user-friendly format.<br>2. Be made available on the Prime Contractor's Private Web Site and shall be specific to the IC+.<br>3. Be in hardcopy, laminated and posted at each IC+ Live Monitoring location.<br>4. Be provided to CDCR in electronic format in .pdf and .doc and available on the IC+ contractor-hosted secured network portal.<br>5. Be modified by the Contractor as directed by CDCR Operations Manager. | 1. The CDCR Operations Manager approves all project deliverables.                                                                  | 60 days prior to first site implementation. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | State Role                                                                                                                                                                                                                                                        | Contractor's Deliverable Due Date                                                                                                       | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <b>Deliverable Name: IC+ CDCR Investigative Staff User Guide (SOW Section 31.3)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                   |                                                                                                                                         |                                                       |
| IC+ CDCR Investigative Staff User Guide shall:<br>1. Prepare and provide an IC+ CDCR Investigative Staff User Guide for CDCR investigative staff that provides instructions that will describe primary features, functionality and commands in an abridged user-friendly format.<br>2. Provide hard copies that will be printed in a reproducible size, font and format.<br>3. Provide electronic copies in .pdf and .doc format to CDCR and be available on the IC+ Private Web site.<br>4. Modify the User Guide as directed by the State. | 1. The CDCR Operations Manager will coordinate the review of the User Manuals with subject matter experts and consolidate the comments, changes, and modifications.<br>2. The CDCR Operations Manager will conduct the final review and approve the User Manuals. | 60 days prior to first site implementation and 30 days prior to any software version updates and system configuration changes are made. |                                                       |
| <b>Deliverable Name: IC+ CDCR Operations Manager User Guide (SOW Section 31.4)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                   |                                                                                                                                         |                                                       |
| IC+ CDCR Operations Manager User Guide shall:<br>1. Develop and provide an Operations Manager User Guide that describes the administration of the global system operation and configuration, whether network based or localized on-site.<br>2. Provide a description of the IC+ features that can be managed and configured by the CDCR Operations Manager.<br>3. Provide step-by-step instructions for the CDCR Operations Manager.                                                                                                         | 1. The CDCR Operations Manager will review and approve the Operations Manager User Manual.                                                                                                                                                                        | 60 days prior to first site implementation and 30 days prior to any changes or updates.                                                 |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | State Role                                                                                                                                                                                                                                                         | Contractor's Deliverable Due Date                                                                                                       | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <b>Deliverable Name: IC+ Friends and Family Guides and Brochures (SOW Sections 14 and 31.7)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                    |                                                                                                                                         |                                                       |
| The IC+ Friends and Family Guides and Brochures shall:<br>1. Provide instructions in English and Spanish.<br>2. Be written at a fundamental reading level.<br>3. Include instructions and contact information for establishing IC+ accounts, receiving calls, blocking calls, frequently asked, sending/receiving messages, sending photos, sending video messages, questions (FAQs), and clarification of all other issues that a called party may be concerned with.<br>4. Contain only features and functionality in CDCR's IC+ environment.<br>5. Be made available on the IC+ Public Web site.<br>6. Be mailed to customers by the Prime Contractor upon request.<br>7. Be made available in soft copy in .pdf and .doc to CDCR as well as be available on the IC+ Private Portal.<br>8. Be updated as requested by the CDCR Operations Manager or as required.<br>9. Be available on-line to Public Customer explaining the branding, monitoring, and recording requirements for all IC+ services (where applicable). | 1. The CDCR Operations Manager will coordinate the review of the User Manuals with subject matter experts and consolidate the comments, changes, and modifications.<br>2. The ICDCR Operations Manager will conduct the final review and approve the User Manuals. | 60 days prior to first site implementation and 30 days prior to any software version updates and system configuration changes are made. |                                                       |
| <b>Deliverable Name: IC+ Incarcerated people Training Materials (SOW Section 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                    |                                                                                                                                         |                                                       |
| The IC+ Incarcerated people Training Materials shall:<br>1. Instruct the user on how to easily navigate through the phone, kiosk, and tablet.<br>2. Provide the new processes and procedures to access the services being offered on the tablet and kiosk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1. The CDCR Operations Manager will review and                                                                                                                                                                                                                     | 60 days prior to first site implementation                                                                                              |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | State Role                                                                                                                           | Contractor's Deliverable Due Date                                                                                                                                                        | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <div>3. Be written at a fundamental reading level and provide step-by-step instructions.</div> <div>4. Be provided in English and Spanish.</div> <div>5. Cover accessibility features supporting persons with American with Disabilities Act (ADA) needs.</div> <div>6. Consist of incarcerated people user guides, quick reference cards/sheets, on-line help, frequently asked questions (FAQs), video clips, and posters.</div> <div>7. Include instructions and contact information for log-in and operation of the IC+ device.</div>                                                                                                                                                                                                                                                                                | <div>approve Incarcerated</div> <div>people Training Materials.</div>                                                                | <div>and 30 days prior</div> <div>to any software</div> <div>version updates</div> <div>and system</div> <div>configuration</div> <div>changes are</div> <div>made.</div>                |                                                       |
| <b>Deliverable Name: IC+ Maintenance and Service Plan (SOW Section 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                      |                                                                                                                                                                                          |                                                       |
| <div>The IC+ Maintenance and Service Plan shall:</div> <div>1. Include the frequency and speed of maintenance for all IC+ equipment and software.</div> <div>2. Describe, in detail, IC+ maintenance procedures and scheduling plans, including any remedial maintenance plans.</div> <div>3. Include a Table of Maintenance Components schedule that includes all IC+ hardware with the frequency of required routine and preventative maintenance.</div> <div>4. Include a maintenance schedule for each facility that is at the discretion of CDCR and approved by CDCR Operations Manager.</div> <div>5. Include the schedule of required regular IC+ maintenance for the equipment and software installed at each facility for CDCR Operations Manager final approval prior to installation at each facility.</div> | <div>1. The CDCR Operations</div> <div>Manager will review and</div> <div>approve the Maintenance</div> <div>and Service Plan.</div> | <div>30 days prior to</div> <div>first site</div> <div>implementation.</div> <div>This plan must be</div> <div>kept current</div> <div>during the term of</div> <div>the contract.</div> |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | State Role                                                                                                                                                                                                                                                                                                                                                                                                            | Contractor's Deliverable Due Date                                                                         | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| Deliverable Name: IC+ Network Design Documentation (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                           |                                                       |
| IC+ Network Design Documentation shall:<br>1. Be provided in one (1) master and one (1) hard, and one (1) soft copy of the drawings to CDCR. Electronic drawings shall be in Microsoft Visio.<br>2. Include both topology (including redundancy) and logical representations of all critical elements to include the following:<br>a. Premise equipment type and installation requirements (physical);<br>b. Type and capacity of equipment at each off-site location including any backup systems;<br>c. Circuit size/ bandwidth;<br>d. Circuit type;<br>e. Time Division Multiplexing (TDM) call processing components if applicable;<br>f. Internet Protocol (IP) call processing components if applicable; and,<br>g. Prime Contractor shall provide a written description of the various forms of protocols used by the system such as T1/E1, IP, Ethernet and Asynchronous Transfer Mode (ATM) and any applicable Quality of Service (QoS). | 1. The CDCR Operations Manager will coordinate the review of the Network Design Drawings with subject matter experts and consolidate the comments, changes, and modifications.<br>2. State Subject Matter Expert(s) provide practical insight and feedback on the design and network need(s) being addressed by this project.<br>3. The CDCR Operations Manager will obtain approval of the Network Design Documents. | Final approved drawings and/or diagrams shall be delivered to CDCR 45 calendar days after contract award. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | State Role                                                                                                                                                                                                                                                                                                                                                                                                                         | Contractor's Deliverable Due Date                                                                                                         | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| Deliverable Name: Design Engineering Drawings (SOW Sections 5.10 and 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                           |                                                       |
| The Design Engineering Drawings shall:<br>1. Be provided in hard and electronic copies of network infrastructure cabling drawings to include one (1) half size, one (1) full size, and/or diagrams to the CDCR Operations Manager prior to the beginning of work at each installation site.<br>2. Provide the specifications and drawings of the IC+ Enclosures.<br>3. Be subject to approval by CDCR prior to the commencement of work.<br>4. Contain legends denoting the meaning of the symbols within specifications, drawings and/or diagrams. | 1. The CDCR Operations Manager will coordinate the review of the Design Engineering Drawings with subject matter experts and consolidate the comments, changes, and modifications.<br>2. State Subject Matter Expert(s) provide practical insight and feedback on the design and construction need(s) being addressed by this project.<br>3. The CDCR Operations Manager will obtain approval of the Design Engineering Documents. | Final approved drawings and/or diagrams shall be delivered to CDCR at least 30 calendar days prior to installation at each CDCR facility. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | State Role                                                                                                                                                                                                                                                                                                                                                                                                              | Contractor's Deliverable Due Date                                     | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| Deliverable Name: As-Built Documentation (SOW Section 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                       |                                                       |
| The As-Built Documentation shall:<br>1. Reflect all changes made during the installation.<br>2. Identify the changes by "clouding" the original design to show both the original design and the alterations made.<br>3. Identify instances where the actual installation of network infrastructure cabling deviates from the model system drawings and diagrams. The Prime Contractor shall notify the CDCR Operations Manager of the deviation.<br>4. Be provided one (1) full size, one (1) half size, and one (1) electronic to CDCR for approval. | 1. The CDCR Operations Manager will coordinate the review of the As-Built Documentation with subject matter experts and consolidate the comments, changes, and modifications.<br>2. State Subject Matter Expert(s) provide practical insight and feedback on the design and construction need(s) being addressed by this project.<br>3. The CDCR Operations Manager will obtain approval of the As-Built Documentation. | 30 calendar days after Installation and Construction Site Acceptance. |                                                       |

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| Deliverable Name: Acceptance Test Plan (SOW Sections 14 and 29)                                                                                                                                                                                                                                      |                                                                                  |                                                                                                                                                                    |                                                       |
| The Acceptance Test Plan shall:<br>1. Include the process, method, verification, and validation of all the functional requirements for the IC+ prior to placing any IC+ features in operation for initial implementation and subsequently any new or modified features the Contractor shall develop. | 1. The CDCR Operations Manager will review and approve the Acceptance Test Plan. | Provided 90 days prior to first site implementation and 30 days prior to placing any new, replaced or modified features in operation and must be approved by CDCR. |                                                       |



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| Deliverable Description                                                                                                                                         | State Role                                                                  | Contractor's Deliverable Due Date                                                                                                                                      | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| Deliverable Name: Test Procedures (SOW Sections 14 and 29)                                                                                                      |                                                                             |                                                                                                                                                                        |                                                       |
| Test Procedures shall:<br>1. Be developed, documented, and provided to verify and validate requirements were met.<br>2. Include how the requirement was tested. | 1. The CDCR Operations Manager will review and approve the Test Procedures. | Provided 90 days prior to first site implementation and 30 days prior to placing any new, replaced or modified IC+ features in operation and must be approved by CDCR. |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                         | State Role                                                               | Contractor's Deliverable Due Date                                                                                                                                  | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| Deliverable Name: Test Cases (SOW Section 14)                                                                                                                                                                                                                                                   |                                                                          |                                                                                                                                                                    |                                                       |
| Test Cases shall:<br>1. Be developed, documented, and provided to verify and validate requirements were met.<br>2. Be a step-by-step procedure with expected results.<br>3. Be real-life scenarios that demonstrate how the requirement was tested and specify the requirement that was tested. | 1. The CDCR Operations Manager will review and approve the Test Cases.   | Provided 90 days prior to first site implementation and 30 days prior to placing any new, replaced or modified features in operation and must be approved by CDCR. |                                                       |
| Deliverable Name: Test Results (SOW Sections 14 and 29)                                                                                                                                                                                                                                         |                                                                          |                                                                                                                                                                    |                                                       |
| Test Results shall:<br>1. Be documented and provided to verify and validate requirements were met.<br>2. Include the test case, requirement being tested, expected result, actual results, date/time of test, and who tested.                                                                   | 1. The CDCR Operations Manager will review and approve the Test Results. | Five (5) days after conducting testing.                                                                                                                            |                                                       |

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| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State Role                                                                      | Contractor's Deliverable Due Date                     | Contractor Agrees to Provide the Deliverable (Yes/No) |
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| <b>Deliverable Name: Test Logs (SOW Sections 14 and 29)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                 |                                                       |                                                       |
| Test Logs shall:<br>1. Document all the tests that were conducted to verify and validate requirements.<br>2. Include test date/time, tester, requirement being tested, test results, and pass/fail.                                                                                                                                                                                                                                                                                                                                                | 1. The CDCR Operations Manager will review and approve the Test Logs.           | Five (5) days after conducting the first test case.   |                                                       |
| <b>Deliverable Name: Test Summary Report (SOW Section 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                 |                                                       |                                                       |
| The Test Summary Report shall:<br>1. Include a complete summary of all the testing conducted for the system, features, and/or site.<br>2. Include a high-level description of the tests conducted, summary of the results, deviations from tests, issues or risk encountered during testing, and overall conclusion of the tests.                                                                                                                                                                                                                  | 1. The CDCR Operations Manager will review and approve the Test Summary Report. | Five (5) days after completion of Acceptance Testing. |                                                       |
| <b>Deliverable Name: IC+ Transition-Out Plan (SOW Sections 14 and 30)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                 |                                                       |                                                       |
| The IC+ Transition-Out Plan shall:<br>1. Define the strategy for transition.<br>2. Identify transition roles and responsibilities to provide Transition Services as defined within the Transition Plan.<br>3. Identify transition schedules, tasks and activities for installation, operations and support, and maintenance as applicable.<br>4. Define resource requirements for software, hardware, facilities as applicable.<br>5. Define transition scope and objectives.<br>6. Identify roles and responsibilities for transition activities. | 1. The CDCR Operations Manager will review and approve the Transition-Out Plan. | 120 days before Contract Expiration.                  |                                                       |

State of California  
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Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State Role                                                                                                                                                                                           | Contractor's Deliverable Due Date                                                                                                                                            | Contractor Agrees to Provide the Deliverable (Yes/No) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 7. Define transition acceptance criteria and management controls.<br>8. Define reporting procedures.<br>9. Identify risks and contingencies.<br>10. Identify transition impacts.<br>11. Identify activities to transition configuration control.<br>12. Identify approach to decommissioning and transitioning methodology of all technologies/services.<br>13. Include a migration support responsibility matrix.<br>14. Include de-installation of associated network, if required.<br>15. Include de-installation and preparation for transport to new location of state-owned equipment/services, if required. |                                                                                                                                                                                                      |                                                                                                                                                                              |                                                       |
| Deliverable Name: Reports (SOW Sections 14 and 17)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                      |                                                                                                                                                                              |                                                       |
| 1. Reports must be provided as indicated in the Statement of Work and as agreed by the CDCR Operations Manager.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1. Within 15 calendar days after Contract approval, the State and Prime Contractor will meet to discuss and agree to the timelines and due dates for the implementation and delivery of the reports. | <del>All reports must be available to CDCR no later than 45 days following contract execution.</del><br><u>All reports are to be made available within 45 days after the</u> |                                                       |

State of California  
California Department of Corrections and Rehabilitation

RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description | State Role                                                               | Contractor's Deliverable Due Date                                                                                                                                                                                                                      | Contractor Agrees to Provide the Deliverable (Yes/No) |
|-------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                         | 2. CDCR Operations Manager will review and approve the report templates. | <u>first site implementation is complete. This milestone must be documented and published in the Contractor's project management plan.</u><br>Delivery time for individual reports should be established in coordination with CDCR Operations Manager. |                                                       |

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RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | State Role                                                                       | Contractor's Deliverable Due Date | Contractor Agrees to Provide the Deliverable (Yes/No) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| <b>Deliverable Name: Operational Support Plan: Event Management Plan (SOW Sections 14 and 39.8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                  |                                   |                                                       |
| Operational Support Plan: Event Management Plan shall:<br>1. Operate in tandem with the Incident Management and Crisis Management Plans, serving as a foundational element in the operational support of CDCR and the IC+ system. This plan serves as the forefront of systems monitoring and management capabilities and ensures the end user experience is highly available and that disruptions are minimized to the Contractor's service delivery capability.<br>2. Outline clear and detailed protocols for managing various operational systems including but not limited to Network Components, Operating Systems, Security Incidents, and Application Performance.<br>3. Include specifications for Remote Management and Monitoring (RMM) tools shall be included, detailing readiness to provide a comprehensive Event Management Plan which demonstrates Network, Security, OS, Server, Application, and Synthetic Transaction monitoring capabilities. | 1. The CDCR Operations Manager will review and approve the Event Management Plan | Within 90 days of contract award. |                                                       |

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RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | State Role                                                                           | Contractor's Deliverable Due Date | Contractor Agrees to Provide the Deliverable (Yes/No) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| <b>Deliverable Name: Operational Support Plan: Incident Management Plan (SOW Sections 14 and 39.8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                      |                                   |                                                       |
| Operational Support Plan: Incident Management Plan shall:<br>1. Demonstrate prompt and effective responses to Operational Incidents within the CDCR and IC+ environments.<br>2. Identify how Incident Management processes may be triggered by events from Event Management systems, CDCR staff, or the Incarcerated people.<br>3. Define clear procedures for identifying, categorizing, and prioritizing incidents, along with response and restoration time obligations by severity and priority levels to ensure efficient response, escalation, and resolution times.<br>4. Contain detailed escalation procedures, including notification protocols, shall be outlined to facilitate timely response, and getting the correct parties involved as quickly as possible.<br>5. Include provisions for Incident documentation within an approved ticketing system, analysis, and when required, Root Cause Analysis to identify systemic issues which can spawn remediation efforts to mitigate future occurrences. | 1. The CDCR Operations Manager will review and approve the Incident Management Plan. | Within 90 days of contract award. |                                                       |
| <b>Deliverable Name: Operational Support Plan: Crisis Management (SOW Sections 14 and 39.4)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                      |                                   |                                                       |
| Operational Support Plan: Crisis Management Plan shall:<br>1. Serve as an extension of the Contractors Incident Management Plan focusing on methods and processes triggered when a Catastrophic Outage is encountered.<br>2. Outline the structured framework for managing high-impact incidents, ensuring a coordinated response to the highest impacting situations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1. The CDCR Operations Manager will review and approve the Crisis Management Plan.   | Within 90 days of contract award. |                                                       |

State of California  
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RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | State Role                                                                               | Contractor's Deliverable Due Date | Contractor Agrees to Provide the Deliverable (Yes/No) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| 3. Contain clearly defined and documented roles, responsibilities, communication, escalation, and conference call protocols to set clear expectations and accountabilities from both the State and the Contractor.<br>4. Demonstrate traceability to the Contractor's Business Continuity and Recovery Plan with clear rules defining when response transitions from Incident response to business recovery.                                                                                                                                           |                                                                                          |                                   |                                                       |
| <b>Deliverable Name: Operational Support Plan: Service Requests (SOW Sections 14 and 39.2)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                          |                                   |                                                       |
| The Operational Support Plan: Service Request Plan shall:<br>1. Serve as part of the Operational Support framework designed to address Service Requests from CDCR staff and the Incarcerated people promptly and effectively.<br>2. Outline clear processes for receiving, categorizing, prioritizing, and tracking Service Requests to ensure accountability and transparency from both the State and the Contractor.<br>3. Demonstrate compliance with appropriate SLAs, performance metrics, regulatory requirements, and contractual requirements. | 1. The CDCR Operations Manager will review and approve the Service Request Plan.         | Within 90 days of contract award. |                                                       |
| <b>Deliverable Name: Operational Support Plan: Configuration Management Plan (SOW Sections 14 and 39.8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                          |                                   |                                                       |
| Operational Support Plan: Configuration Management Plan shall:<br>1. Focus on establishing and maintaining consistency of a system's performance and the functional and physical attributes with the requirements, design, and operational information throughout the term of the Contract.                                                                                                                                                                                                                                                            | 1. The CDCR Operations Manager will review and approve the Configuration Management Plan | Within 90 days of contract award. |                                                       |



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Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | State Role                                                                         | Contractor's Deliverable Due Date | Contractor Agrees to Provide the Deliverable (Yes/No) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| 2. Describe the Contractor's process to keep the IC+ hardware and software, along with the documentation, consistent and current.<br>3. Be updated and provided to CDCR Operations Manager when IC+ components are modified, installed, or upgraded. The components shall include all IC+ equipment, hardware, software, and firmware.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                    |                                   |                                                       |
| <b>Deliverable Name: Operational Support Plan: Change Management Plan (SOW Sections 13, 14, and 39.8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                    |                                   |                                                       |
| Operational Support Plan: Change Management Plan shall:<br>1. Be written to facilitate the effective management of changes within the IC+ production system to ensure minimal disruption to departmental operations and meet regulatory requirements.<br>2. Demonstrate how the Contractor will assess, approve, implement, and review changes to safeguard against potential risks and remain in alignment with CDCR IT objectives.<br>3. Detail processes and procedures for requesting, assessing, prioritizing, approving, and implementing changes to all production systems operating within any CDCR facility.<br>4. Detail roles, responsibilities, and communication protocols to ensure collaboration amongst stakeholders, including the Change Approval Board (CAB) which shall consist of members from both CDCR and the Contractor. | 1. The CDCR Operations Manager will review and approve the Change Management Plan. | Within 90 days of contract award. |                                                       |
| <b>Deliverable Name: Operational Support Plan: Asset Management Plan (SOW Sections 14 and 39.8)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                    |                                   |                                                       |
| The Operational Support Plan: Asset Management Plan shall:<br>1. Identify a systematic approach to oversee the lifecycle of IC+ assets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1. The CDCR Operations Manager will review and                                     | Within 90 days of contract award. |                                                       |

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RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | State Role                                                                           | Contractor's Deliverable Due Date                                                                                                                                              | Contractor Agrees to Provide the Deliverable (Yes/No) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 2. Demonstrate how IC+ resources are deployed, utilized, patched, retired, and disposed of while adhering to regulatory requirements from Federal, State, CDCR, and contractual requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | approve the Asset Management Plan.                                                   |                                                                                                                                                                                |                                                       |
| <b>Deliverable Name: Operational Support Plan: Business Continuity Plan (SOW Section 14)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                      |                                                                                                                                                                                |                                                       |
| Operational Support Plan: Business Continuity Plan shall:<br>1. Provide contingency and disaster recovery plans to restore system operations in case of a disaster at the Prime Contractor provided Operations Facilities and for each installed State location.<br>2. Include a description of how the Contractor will restore system operations in case of a disaster at the Contractor's NOC and at each installed IC+ location.<br>3. Address all events of total or partial cessation of operations and shall include procedures for both automated and manual recovery of system functionality.<br>4. Address data backup strategy to ensure the system's integrity and resiliency relating to data loss, system failure, and unforeseen catastrophic loss which incorporates and complies with the requirements supporting data backups in Exhibit 21 Technical Requirements and the CDCR Data Sharing Agreement. | 1. The CDCR Operations Manager will review and approve the Business Continuity Plan. | Within 90 days of contract award.<br><br>Plans shall be updated by the Prime Contractor and provided to the CDCR Operations Manager annually on the Contract anniversary date. |                                                       |
| <b>Deliverable Name: Annual Security Assessment Report (SOW Sections 14 and 18)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                      |                                                                                                                                                                                |                                                       |
| Annual Security Assessment Report shall:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1. The CDCR Operations Manager or a designee will                                    | <del>90 days prior to the first site</del>                                                                                                                                     |                                                       |

State of California  
California Department of Corrections and Rehabilitation

RFP C5611826, Addendum 1  
Exhibit 22: Deliverables Table

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | State Role                                                                                      | Contractor's Deliverable Due Date                                                                                                                          | Contractor Agrees to Provide the Deliverable (Yes/No) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <div>1. Be sent to CDCR Operations Manager within 15 business days of the completion of the assessment and penetration testing, on an annual basis, leverage an independent third-party security assessment. The report must be original and unchanged.</div> <div>2. Demonstrate compliance to SIM 5300, SAM 5300 or the NIST 800-53.</div>                                                                                                                                                                                                                                                                                                                                                               | review the report and works with the vendor to establish any applicable corrective action plan. | <del>implementation and every 12 months</del><br><u>6 month</u><br><u>after contract award and annually</u><br>thereafter during the term of the Contract. |                                                       |
| Deliverable Name: Technology Refresh Plan (SOW Sections 14 and 27)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                 |                                                                                                                                                            |                                                       |
| <div>The Technology Refresh Plan shall:</div> <div>1. Ensures relevant and timely upgrades and adheres to the manufactures standards and industry best practices, generally established as a two (2) to five (5) year usage cycle.</div> <div>2. Protect all IC+ equipment and infrastructure from obsolescence and the ability to meet expansion requirements.</div> <div>3. Address equipment and infrastructure upgrade to keep up with future application and user demands and prevent system failures and service interruptions.</div> <div>4. Address the evaluation of the current technology, risk assessment, roll-out strategy, data destruction plan, and communication plan for refresh.</div> | 1. The CDCR Operations Manager will review and approve the plan.                                | Within 120 days after contract execution.                                                                                                                  |                                                       |

# CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION



## REQUEST FOR PROPOSAL (RFP)

### Communications And Technology Solution (IC+)

**RFP NUMBER C5611826**

### Exhibit 24: Cost Workbook

### **Addendum 1**

**9/25/2024**

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

**INSTRUCTIONS**

## 1. All Worksheets:

- a. The Bidder shall enter the Bidder Name in the "Bidder Name" cell of each worksheet.
- b. Refer to the SOW, Exhibit 20 Business Requirements and Exhibit 21 Technical Requirements for additional details on description of the items in these Cost Worksheets.
- c. In order to be deemed responsive, populate ALL cells shaded in YELLOW within the Cost Worksheet.
- d. Do NOT alter the formatting or formulas of the cells or add caveats to pricing or to the cells - this may disqualify the cost proposal.
- e. The estimated monthly usage can be found in the Bidder's Library, however it is in no way binding, an indication of what can be expected, or a guarantee expectation of revenue.
- f. The Bidder should review all entries and ensure that they are entered correctly.
- g. The Total Evaluated Cost (Years 1-10 for evaluation only) column contains formulas for applying the MS and DS points in accordance with RFP Section 7.2.10, Cost Evaluation.

2. The Bidder must complete the Cost Worksheet 1 tab for all proposed services in which fees will be charged. Refer to the SOW, Exhibit 20 Business Requirements and Exhibit 21 Technical Requirements for additional details on description of the items. Items 1-9 are mandatory scored (MS); points will be given in accordance with RFP Section 7.2.10. Items 10-18 are not mandatory (desirable scored (DS)), however, if provided, points will be given in accordance with RFP Section 7.2.10.

3. Cost Worksheet 2, the Bidder is required to provide a price list for any accessories offered by the Bidder. Items 1-3 are mandatory (M) and these costs or fees will not be scored as part of the Cost Proposal in the RFP but will become part of the contract. Any additional items added by the Bidder are optional (O) and these costs or fees will not be scored as part of the Cost Proposal in the RFP but will become part of the contract.

4. Cost Worksheet 3 provided to allow the Bidder to include any incentives that were not included in the previous Cost Tabs. Items 1-3 are not mandatory (desirable scored (DS)), however, if provided, points will be given in accordance with RFP Section 7.2.10. Any additional items added by the Bidder are optional (O) and these costs or fees will not be scored as part of the Cost Proposal in the RFP but will become part of the contract.

| Bidder Name:                                  |                  |                  |                                                                    |                 |            |                          |                          |                          |                          |                          |                                                       |
|-----------------------------------------------|------------------|------------------|--------------------------------------------------------------------|-----------------|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------------------------|
|                                               |                  |                  |                                                                    |                 |            | Years 1 - 6              | Option Year 1            | Option Year 2            | Option Year 3            | Option Year 4            |                                                       |
| Item #                                        | Requirement Type | Points Possible  | Description                                                        | Unit of Measure | NTE Amount | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Total Evaluated Cost (Years 1-10 for evaluation only) |
| Telephone Video Call Charges                  |                  |                  |                                                                    |                 |            |                          |                          |                          |                          |                          |                                                       |
| 1                                             | MS               | 120              | Telephone Call (no video)                                          | minute          | \$0.02     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 2                                             | MS               | <del>45</del> 51 | Video Call                                                         | minute          | \$0.20     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| Additional Incarcerated Communication Charges |                  |                  |                                                                    |                 |            |                          |                          |                          |                          |                          |                                                       |
| 3                                             | MS               | <del>30</del> 32 | E-Message                                                          | each            | \$0.05     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| <del>4</del>                                  | <del>MS</del>    | <del>4</del>     | <del>E-Letter</del>                                                | <del>each</del> |            | <del>\$ -</del>          | <del>\$ -</del>          | <del>\$ -</del>          | <del>\$ -</del>          | <del>\$ -</del>          | <del>\$ -</del>                                       |
| 5                                             | MS               | <del>18</del> 20 | Photograph                                                         | each            | \$0.05     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 6                                             | MS               | <del>4</del> 6   | E-Card                                                             | each            | \$0.05     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 7                                             | MS               | <del>4</del> 6   | Video Message                                                      | each            | \$0.05     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| Print Service Charges                         |                  |                  |                                                                    |                 |            |                          |                          |                          |                          |                          |                                                       |
| 8                                             | MS               | 3                | Printed Content (B/W)                                              | each page       | \$0.05     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 9                                             | MS               | 3                | Printed Content (Color)                                            | each page       | \$0.25     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| Entertainment Charges                         |                  |                  |                                                                    |                 |            |                          |                          |                          |                          |                          |                                                       |
| 10                                            | DS               | 4                | e-Book subscription                                                | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 11                                            | DS               | 4                | Audio Book subscription                                            | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 12                                            | DS               | 4                | Podcast subscription                                               | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 13                                            | DS               | 4                | Games subscription                                                 | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 14                                            | DS               | 6                | Music subscription                                                 | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 15                                            | DS               | 9                | Movie and TV subscription                                          | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 16                                            | DS               | 4                | News and Sports subscription                                       | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |
| 17                                            | DS               | 4                | Internet Radio without playlists, caching or download subscription | monthly         | n/a        | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                     | \$ -                                                  |

|                                     |                  |                 |                                                                                       |                 |            |                          |                          |                          |                          |                          |                                                       |
|-------------------------------------|------------------|-----------------|---------------------------------------------------------------------------------------|-----------------|------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------------------------|
| Bidder Name:                        |                  |                 |                                                                                       |                 |            |                          |                          |                          |                          |                          |                                                       |
|                                     |                  |                 |                                                                                       |                 |            | Years 1 - 6              | Option Year 1            | Option Year 2            | Option Year 3            | Option Year 4            |                                                       |
| Item #                              | Requirement Type | Points Possible | Description                                                                           | Unit of Measure | NTE Amount | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Cost per Unit of Measure | Total Evaluated Cost (Years 1-10 for evaluation only) |
| Additional Desired Services Charges |                  |                 |                                                                                       |                 |            |                          |                          |                          |                          |                          |                                                       |
| 18                                  | DS               | 10              | Delivery of scanned mail (Exhibit 21- Technical Requirements Int - 108- Scanned Mail) | each            |            | \$                       | \$                       | \$                       | \$                       | \$                       | \$                                                    |

| <b>Bidder Name:</b> |                         |                                     |                        | <b>Years 1 - 6</b>              | <b>Option Year 1</b>            | <b>Option Year 2</b>            | <b>Option Year 3</b>            | <b>Option Year 4</b>            |
|---------------------|-------------------------|-------------------------------------|------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| <b>Item #</b>       | <b>Requirement Type</b> | <b>Description</b>                  | <b>Unit of Measure</b> | <b>Cost per Unit of Measure</b> | <b>Cost per Unit of Measure</b> | <b>Cost per Unit of Measure</b> | <b>Cost per Unit of Measure</b> | <b>Cost per Unit of Measure</b> |
| <b>Accessories</b>  |                         |                                     |                        |                                 |                                 |                                 |                                 |                                 |
| 1                   | M                       | Replacement Earbuds                 | each                   | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |
| 2                   | M                       | Replacement Device Charger          | each                   | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |
| 3                   | M                       | Replacement Over the Ear Headphones | each                   | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |
| 4                   | O                       | Keyboard                            | each                   | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |
| 5                   | O                       | Screen Protector                    | each                   | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |
| 6                   | O                       | Other accessories (List)            |                        | \$ -                            | \$ -                            | \$ -                            | \$ -                            | \$ -                            |



| <b>Bidder Name:</b> |                         |                        |                                                                          |                        | <b>Years 1 - 6</b> | <b>Option Year 1</b> | <b>Option Year 2</b> | <b>Option Year 3</b> | <b>Option Year 4</b> |                                                                   |
|---------------------|-------------------------|------------------------|--------------------------------------------------------------------------|------------------------|--------------------|----------------------|----------------------|----------------------|----------------------|-------------------------------------------------------------------|
| <b>Item #</b>       | <b>Requirement Type</b> | <b>Points Possible</b> | <b>Description</b>                                                       | <b>Unit of Measure</b> | <b>Quantity</b>    | <b>Quantity</b>      | <b>Quantity</b>      | <b>Quantity</b>      | <b>Quantity</b>      | <b>Total Evaluated Incentive (Years 1-10 for evaluation only)</b> |
| <b>Incentives</b>   |                         |                        |                                                                          |                        |                    |                      |                      |                      |                      |                                                                   |
| 1                   | DS                      | 10                     | Free Telephone Calls (no video) <b>per incarcerated person</b> per month | minute                 |                    |                      |                      |                      |                      | 0                                                                 |
| 2                   | DS                      | 5                      | Free Video Calls <b>per incarcerated person</b> per month                | minute                 |                    |                      |                      |                      |                      | 0                                                                 |
| 3                   | DS                      | 5                      | Free E-Messages <b>per incarcerated person</b> per month                 | each                   |                    |                      |                      |                      |                      | 0                                                                 |
| 4                   | O                       | n/a                    | Other incentives (List)                                                  |                        |                    |                      |                      |                      |                      |                                                                   |

# Exhibit 28

MARCH 12, 2021

ISSUE 47

# THE INFORMED PATIENT: A SAN QUENTIN NEWSLETTER



## About this Issue

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**COVID-19 VACCINE**

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**GOOD NEWS: MORE ON  
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**PLEASE NOTE:** The information contained in each issue is subject to change. Researchers continue to learn more about COVID-19 every day, and the new information may correct something we used to think was true. For example, in the beginning of the pandemic, researchers didn't think wearing masks would protect people from spreading the virus; more recent research shows that masks do protect people. As we receive new information, we will share it with you here, including any impacts on programming.

Vaccine info again? Yes: vaccine info again. We know that some of you are still on the fence about accepting the Moderna COVID-19 vaccine, and we have also heard that a few of you who have received your first dose are now wary of and refusing to take your second dose. As always, our goal is to keep you fully informed, so in this issue we are providing a bit more info. If you have received the first dose, there's no good reason to avoid the second, but there are some very good reasons to take it. As the saying goes, a job half done is as good as none.

Also in this week's issue, we continue to share more information about what we know regarding CDCR's statewide tablet program. In pages 4-6, you'll find some Frequently Asked Questions (FAQs) that have been compiled and answered by CDCR Headquarters. Send us any questions you have that are not answered here and we will research the answers and publish our findings in a future issue.

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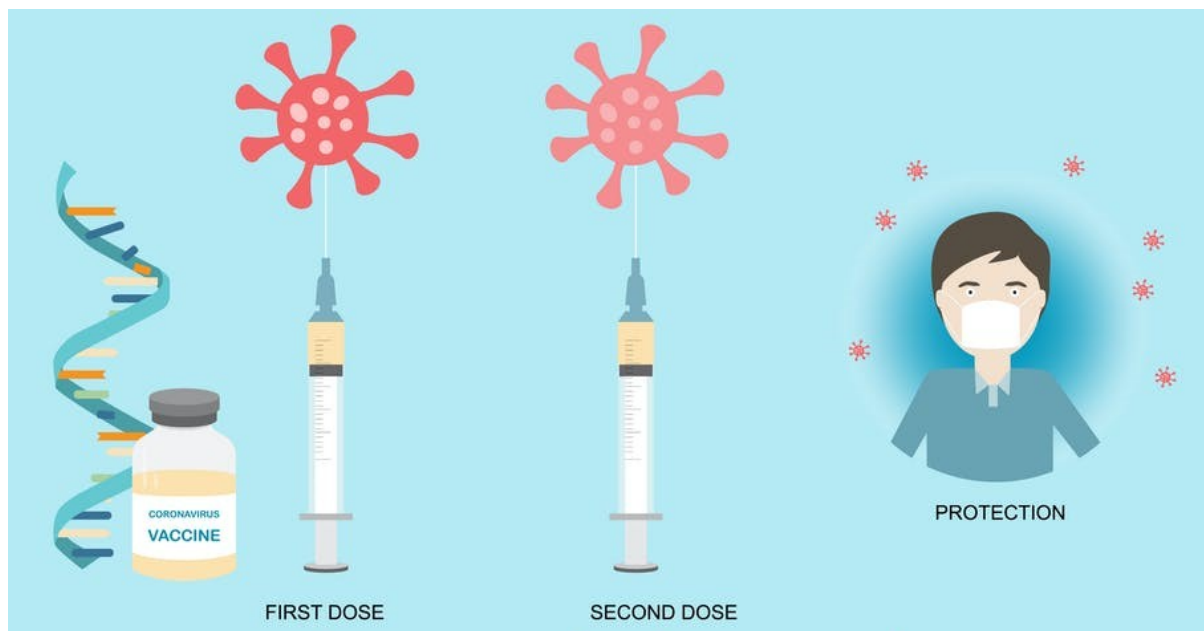
# COVID-19 VACCINE

## “Do I really need a second dose?”

Yes. Yes, you do.

A few of our residents who have received the first dose of their two doses of the COVID-19 vaccine have let their health care provider know they are thinking of not taking the second dose. We're honestly not sure why, but we'd like to address the only potential concerns we can think of and ask that, if you are thinking about refusing to take the second dose, you reconsider.

The CDC has advised us that if you've already received the first dose of the Moderna vaccine, it's important to get your second dose as well for complete protection. It is okay to get your second dose even if your due date has passed; it is most effective if you receive it within 28-42 days after you receive the first injection. COVID-19 continues to be a serious threat, and it is important for us to get as much protection against it as we can, for ourselves and each other. This is why we also make sure to vaccinate patients who have already recovered from the virus: we know that the immunities the body has built against the virus do fade after a



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## Feedback, Questions, and Comments

We want to answer any questions you have. If you have questions not addressed in this issue, please send a U-SAVE envelope to the Warden's Office, addressed to:

The Informed Patient: A SQ Newsletter.

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## COVID-19 VACCINE cont'd

while, and we want you all to continue to have the strongest protections against reinfection as possible.

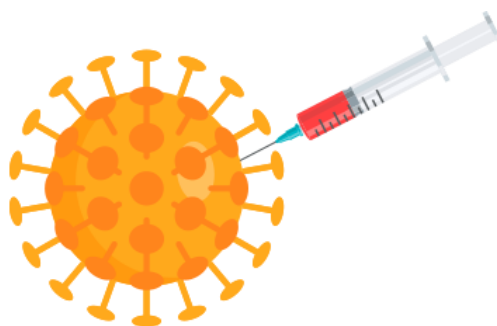
You may have had some unpleasant side effects from the first dose. While some are lucky to experience no side effects at all, others may experience headaches, body aches, fatigue, and more. But as we have shared with you before, experiencing these side effects are actually good signs that your body has accepted the vaccine and has begun learning how to create the right defenses against the COVID virus. And keep in mind that these mild side effects, though you may feel a bit sick for a day or two, are nothing compared to what most experience with COVID, and most importantly, these mild symptoms will not kill you and you cannot transmit them to others, which would both be risks if you became infected or reinfected with COVID-19. Please don't let fears of the side effects stop you from protecting yourself and others by getting your second dose.



**Vaccine effectiveness against new strains:** We've been informing you about new strains of COVID-19 that have developed, and while it appears that the vaccines do help build immunity against most of the new COVID-19 strains that have emerged, the B.1.1.3.5 strain, first identified in South Africa, does seem to have *some* resistance to the available vaccines. To address this, Moderna is

working on developing a booster shot that will better protect against B.1.1.3.5. If you have not received both doses of the original vaccine, it is possible you might not be eligible to get the booster. What we do know is that being fully vaccinated offers better protection against variants than being partially vaccinated.

**Don't wait for the Johnson & Johnson vaccine:** Finally, we have heard that some of you don't want to accept the Moderna vaccine at all because you'd like to wait for the single-dose Johnson & Johnson vaccine. But the reality is: at SQ, we don't have this vaccine available for you yet, and we don't know if or when we will. We will provide more information about this newly approved vaccine in next week's issue, but for now: it's Moderna or nothing. After all the devastation this virus has unleashed in San Quentin and around the world, please do not opt for "nothing." Don't wait. Supplies continue to be limited. The best vaccine is the one that is available!



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# GOOD NEWS: MORE ON TABLETS

## Frequently asked questions

We want to follow up on the news we shared with you last week about the tablets that will soon be available for residents at institutions throughout the state.

We know there will be a lot of interest and questions on what to expect, when to expect them, and what the guidelines will be. We will make sure to share any updates with you as we receive them. But in the meantime, here are some frequently asked questions about the statewide tablet program that we hope you find helpful.



But even before the pandemic, the department was working to bring increased technology and communication to institutions, and a pilot program was

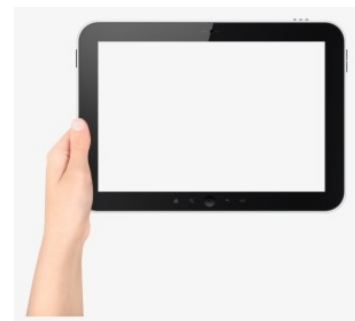
started in 2018 to provide tablets and secure e-mail access to eligible individuals at five institutions. The residents who were able to participate in that program reported their appreciation for the ability to be connected with their loved ones and to have access to eBooks, legal materials, and entertainment materials on their tablets.

### 1. Why is CDCR implementing this statewide tablet program?

The department knows how important it is to maintain family and community ties during incarceration. Visitation, telephone calls, and letters are vital for you to be able to stay connected to your communities. The COVID-19 pandemic really impacted our ability to keep our in-person visiting program open, and as we continue to cautiously reopen our programs, we are glad to be able to also bring video visiting and increased access to cheaper phone calls, including having the two days of free telephone calls each month.

### 2. Who will get a tablet?

The plan is for GTL to provide a tablet to every person in CDCR adult institutions. Granting and/or denying access to any services



related to the tablets will be determined in accordance with CDCR's regulations on contraband and non-confidential correspondence (California Code of Regulations (CCR) Title 15, Sections 3006, "Contraband," and 3135, "Disturbing or Offensive Correspondence"). For example, a

CONT'D ON PAGE 5



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## GOOD NEWS: MORE ON TABLETS cont'd

resident who is temporarily moved to restricted housing for a rules violation may lose access to some functionality until they earn privileges back. The criteria for granting and/or denying access will be shared with you as they are finalized.

### 3. When will we get our tablets?

CDCR is planning to distribute tablets on a phased basis beginning mid-May 2021, starting at Valley State Prison. We expect every adult institution to have tablets by the end of 2021, and all fire camps by the end of March 2022.

### 4. Do the tablets allow video?

Yes — users may receive, but not send, video clips from approved contacts. Videos will be reviewed by institutional staff for safety and security concerns. Video calling is also available on the tablets. Scheduling and eligibility criteria for using the tablets for video calls are currently being developed and will be shared when available; with this feature, you will be able to make video calls from different locations for 20¢ per minute. In the meantime, until the guidelines are finalized, CDCR's free Webex video visiting system will continue to remain in place.

### 5. What kind of access will be on the tablets?

Each tablet will be encrypted and its contents monitored by institutional staff, who can immediately investigate any improper usage. The tablets do not have web browsers nor internet access. Users will only be able to download approved programs and content using kiosks located in the housing units. CDCR can monitor, read, and store communications. E-mails and video clips will be reviewed and not sent to the user if they contain unauthorized content. CDCR will have the ability to suspend or disable any of the services for any user or group of users at any time.

### 6. What materials will be available on the tablets?

Residents will have the ability to securely send and receive e-mail and can receive (but not send) short video clips from family and friends. Indigent individuals (\$25 or less in trust account for 30 consecutive days) will receive five free

message credits per week.

Residents will also be able to access Title 15 and the Department Operations Manual, legal



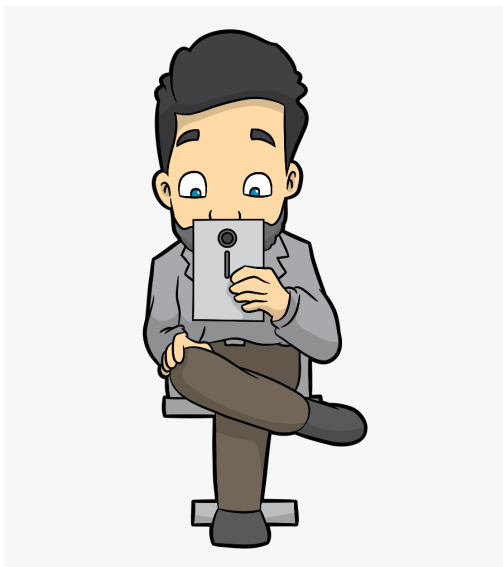
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## GOOD NEWS: MORE ON TABLETS cont'd

library resources, and important department updates, such as information regarding victim restitution, COVID-19 updates, or regulation changes. You will also be able to request health care services or file an appeal or grievance. Rehabilitative program providers may also submit program materials for tablets to provide remote learning opportunities during the pandemic and supplement in-person programs once they resume.



Lastly, there will be a library of free eBooks and games as well as other materials for purchase. For a monthly subscription fee ranging from \$1.99 to \$7.99, users can stream movies and music, while FM radio will be available for free. Podcasts, audio books, sports, streaming media, and internet radio will also be available for subscriptions ranging from 75¢ to \$5.49 per month.

### 7. Can individuals with disabilities use the tablets?

Most certainly. Assistive Technology will be used to ensure visually impaired individuals are afforded reasonable accommodation to the communication services being provided. Video Relay Service/American Sign Language-Video Calling Services (VRS/ASL-VCS) will be provided to accommodate hearing-impaired individuals.

Are there any other questions you have that we haven't thought of? Let us know!

### FREE CALLING DAYS

CDCR and GTL have partnered to offer our residents two free calling days during March 2021.

**The next free calling day is on 3/24.**

There is no limit on the number of calls, but SQ may limit time to accommodate need.



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# PROGRAM UPDATES

## Dental Services

SQ's Dental Services Department is now able to provide treatment to patients awaiting an appointment for interim fabrication steps to complete dentures and partial dentures. A patient can be scheduled for an appointment as long as the following criteria are met:

1. The patient is not housed on a yard/housing unit on isolation or quarantine status due to COVID-19 exposure or positive test results.
2. The patient is negative for COVID-19 based on test results from a Point of Care (POC) test taken at each dental visit.

Hygiene services will resume including scaling and root planing, gross removal of calculus (tartar) and a cleaning without an ultrasonic scaling device nor polishing procedures. Again, all dental visits require a POC test to be taken prior to entering the dental clinic and the patient must not be in isolation or quarantine.

# COVID SNAPSHOTS

## SQ COVID SNAPSHOT

AS OF MARCH 10, 2021

### SQ RESIDENTS

Total population: 2,575

### # OF RESIDENT CASES

New in last 14 days: 0

Active in-custody cases: 0

Resolved: 2,170

Deaths: 28

### # OF STAFF CASES

Cumulative Confirmed: 437

Returned to work: 428

Deaths: 1

## STATE OF CALIFORNIA COVID SNAPSHOT

AS OF MARCH 10, 2021

### TOTAL # OF CASES

3,513,678

New cases since prior day: 6,412

### TOTAL # OF DEATHS

54,621

In the last 24 hours: 226

### TOTAL # OF VACCINES ADMINISTERED

10,772,859

# Exhibit 29

# Exhibit 29

DONALD SPECTER – 083925  
RITA K. LOMIO – 254501  
MARGOT MENDELSON – 268583  
JACOB J. HUTT – 804428 (MJP)  
PRISON LAW OFFICE  
1917 Fifth Street  
Berkeley, California 94710-1916  
Telephone: (510) 280-2621  
Facsimile: (510) 280-2704

MICHAEL W. BIEN – 096891  
GAY C. GRUNFELD – 121944  
THOMAS NOLAN – 169692  
PENNY GODBOLD – 226925  
CAROLINE JACKSON – 329980  
ROSEN BIEN  
GALVAN & GRUNFELD LLP  
101 Mission Street, Sixth Floor  
San Francisco, California 94105-1738  
Telephone: (415) 433-6830  
Facsimile: (415) 433-7104

LINDA D. KILB – 136101  
DISABILITY RIGHTS EDUCATION &  
DEFENSE FUND, INC.  
3075 Adeline Street, Suite 201  
Berkeley, California 94703  
Telephone: (510) 644-2555  
Facsimile: (510) 841-8645

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOHN ARMSTRONG, et al.,

Plaintiffs,

v.

GAVIN NEWSOM, et al.,

Defendants.

Case No. C94 2307 CW

**DECLARATION OF MICHAEL  
PARKER IN SUPPORT OF JOINT  
STATUS STATEMENT re: Dkt. No.  
3538.**

Judge: Hon. Claudia Wilken

Date:  
Time:  
Crtrm:

1 I, Michael Parker, declare:

2 1. I have more than 20 years of experience working in the assistive technology  
3 field. I am the Director of Access Ingenuity, which provides accessibility services and  
4 solutions for people with disabilities and organizations that serve them. Our focus is on  
5 ensuring accessibility of electronic documents, websites and mobile applications for  
6 people with all types of disabilities, as well as digital assistive technology to ensure  
7 accessibility of paper documents. The work includes ensuring that the hardware used to  
8 access electronic documents, websites and mobile applications has features sufficient to  
9 support accessibility for all types of disabilities. A true and correct copy of my *curriculum*  
10 *vitae* is attached hereto as **Exhibit A**.

11 2. I have been asked to offer an expert opinion regarding necessary accessibility  
12 features for tablet computers. My understanding is that this information will be used to  
13 ensure that the contract for the California Department of Corrections and Rehabilitation  
14 (CDCR) to provide incarcerated persons with access to tablet computers, which includes  
15 access to the mobile applications and other software necessary to use the tablet computer,  
16 includes the accessibility features necessary to accommodate people with all types of  
17 disabilities.

18 3. I have been informed that CDCR has required bidders on the tablet contract  
19 to ensure that any device measures at least eight inches, when measured diagonally, which  
20 is only slightly larger than the screen of an iPhone 15 Pro Max. This screen size is too  
21 small to ensure disability access, especially because the screen size of an eight-inch device  
22 likely will be even smaller than eight inches.

23 4. A device measuring just eight inches diagonally will create accessibility  
24 barriers for many individuals with vision and hearing disabilities. Some individuals with  
25 vision disabilities must significantly enlarge text in order to read it or to read it  
26 comfortably without causing strain. For these individuals, an eight-inch device may only  
27 be able to display a few words on the screen at a time, making the device impractical to  
28 use for reading or writing tasks of any appreciable length.

1           5. For many people with disabilities, the small screen may prevent access to  
2 services on the tablet such as captioning to watch video content, used by many older  
3 adults, including those without identified hearing disabilities. For individuals with hearing  
4 and vision disabilities—including people with vision loss whose hearing or vision  
5 disability do not meet CDCR criteria for a hearing or vision code—who attempt to enlarge  
6 captioning, enlarged captions on a small screen will have the effect of blocking the images  
7 making video content difficult to watch. Essentially, they will have to choose between  
8 accessing the visual aspect of the content and accessing the dialogue.

9           6. A device measuring just eight inches diagonally will also create accessibility  
10 barriers for many deaf individuals who use sign language as their primary method of  
11 communication. Due to the significant visual details involved in communicating through  
12 sign language, including the need to see subtleties in small finger movements and facial  
13 expressions, this is too small for many people to see and understand, especially an aging  
14 person. Even for people without vision issues, the small size would make it difficult to  
15 sustain focus on the sign language interpreter for a prolonged period of time.

16           7. It is my understanding that many of the videos that CDCR produces has  
17 “picture-in-picture” ASL interpretation. With “picture-in-picture” interpretation, the  
18 image of the sign language interpreter appears in a small box in the corner of the main  
19 image on the video screen. Due to the significant visual details involved in  
20 communicating through sign language, a screen size of eight inches is too small for most  
21 individuals to see and understand, especially anyone who is aging.


22           8. Generally, to provide equal access for people with vision disabilities and  
23 with hearing disabilities, any device should have a screen size of at least 10-12 inches,  
24 measured diagonally. However, even a twelve-inch screen will be too small for a limited  
25 number of individuals with hearing or vision disabilities who may require even larger  
26 screens in order to fully access tablet computers and the programs, services and activities  
27 available via the tablet computers.

28           9. To provide equal access for people with significant vision disabilities and

1 with hearing disabilities, any tablet provider must be able to ensure tablets are available  
2 that measure at least 13 inches diagonally.

3 10. My understanding is the CDCR may provide alternative, larger sized tablets,  
4 to people with disabilities as needed while requiring that the statewide tablet provider only  
5 ensure devices measuring at least eight inches. This is a concern because, unless there is a  
6 requirement that the specific tablet provider agree, there is no guarantee that the alternative  
7 tablet will have access to the same content as the statewide tablet provider is furnishing. If  
8 the larger tablets do not have guaranteed access to the same content as the statewide  
9 tablets, this will certainly result in unequal access. I believe the most effective solution  
10 would be to require the statewide tablet provider to ensure a limited supply of larger screen  
11 devices could be available as needed to accommodate people with disabilities.

12 I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct to the best of my knowledge, and that this declaration is  
14 executed at San Francisco, California this 29th day of September, 2024.

15  
16   
17 Michael Parker  
18  
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27  
28

# Exhibit A



## **MICHAEL PARKER, M.S.**

4751 Hoen Avenue, Santa Rosa, CA 95405 707-579-4380  
michaelp@accessingenuity.com

### **SUMMARY OF QUALIFICATIONS**

Director of Access Ingenuity and Senior Accessibility Consultant with a background in engineering design and a thorough knowledge of assistive technology, mainstream technology, the needs of people with disabilities, accessibility evaluation techniques, research, and training. My background includes a M.S. in Mechanical Engineering (with an emphasis in design) from Stanford University as well as extensive experience both in Web Accessibility testing and remediation, document accessibility testing and remediation (PDF, MS Office products, EPUB, etc.), advanced alternate image description creation for STEM content, as well as designing products for people with disabilities and performing systems integration and training on a wide-range of products to serve the needs of people with disabilities.

### **WORK EXPERIENCE**

#### **Senior Accessibility Consultant and Director**

2002 - Current. Access Ingenuity, Santa Rosa, California

- Director of Access Ingenuity
- Lead Access Ingenuity's Document Accessibility Services including:
  - Web Accessibility Testing and Remediation Services: Collaboratively working with web development and design teams to ensure their websites and applications meet WCAG 2.0 Level AA and Section 508 requirements.
  - Document Remediation Services (PDF, MS Office, EPUB) and Alternate Text Production services: Working with healthcare, educational institutions, and government agencies to ensure that the documents they produce are fully accessible to people with disabilities.
  - Conducted training seminars on web accessibility and document accessibility.
  - Conducted training seminars for employees, IT professionals, low vision specialists, and members of the community how to use access technology including screen readers (JAWS), screen magnifiers, optical character recognition software, speech recognition software, electronic Braille displays, and Braille embossers.
- Worked directly with people with disabilities as well as support organizations who need to meet the needs of people with disabilities, including: Kaiser Permanente, many California Colleges and Universities, Employment Centers, and Libraries.
- Conducted on-site assessments (involving task/needs analysis, heuristic evaluations, and data collections) and implement accommodations to enable employees with disabilities to be productive and competitive in their jobs.

### **Director, Clarity Solutions**

1995 - 2002. Clarity Solutions, Santa Rosa, California

- Co-founded Clarity Solutions and worked as the Director from 1995 – 2002. Clarity Solutions designed, manufactured and marketed video magnifiers for people with visual impairments. During the 7 years I was with Clarity Solutions, we built the company from the ground up – culminating in annual sales of \$2M. Roles included marketing and business management as well as product design. My 50% interest in the company was sold in 2002.

### **Manufacturing Development Engineer, Ergonomics Engineer**

1990 - 1999. Hewlett Packard Company, Microwave Instruments Division, Rohnert Park, California

- 1995 – 1999: Led the Ergonomics Engineering Team to implement solutions to work place injuries as well as conduct comprehensive ergonomic assessments to proactively minimize workplace injuries.
- Worked with other manufacturing engineers and designers to develop “Design for Ergonomics” guidelines and review processes for all new products.
- 1990 – 1995: Worked as a manufacturing development engineer to support the production of a variety of electronic test equipment and shipping processes.

### **EDUCATION**

#### **Stanford University, Stanford, California**

1990 -1992. Master of Science, Mechanical Engineering (Design Emphasis)

#### **University of California at Davis, Davis, California**

1985 – 1989. Bachelors of Science, Mechanical Engineering. Graduated with Highest Honors

### **PROFESSIONAL AFFILIATIONS**

- IAAP (International Association of Accessibility Professionals): Certified Web Accessibility Specialist
- DHS Trusted Tester Certificate Number TT-2009-01297